



**PACIFIC COAST FARMERS'  
MARKET ASSOCIATION**

5060 Commercial Circle, Ste. A  
Concord, CA 94520

# **Rules and Regulations for PCFMA Farmers' Markets 2020**

## Summary of Changes

What follows is a summary of the substantial changes made to the Rules and Regulations for 2020. Please note that reviewing this summary does not act as a substitute for reading these Rules and Regulations in their entirety. We strongly encourage you to review the complete Rules and Regulations before submitting your 2020 Application to Sell. By signing your application, you state that you have read, understood and will comply with these Rules and Regulations. Below is a brief summary of the changes to these Rules and Regulations that will be taking effect on January 1, 2020. The number adjacent to each item denotes their location in the Rules.

- 1.4 Description of a new nonprofit organization created by PCFMA to support PCFMA's mission.
- 3.6 Participants that want to start selling products from a second certificate after the application process has been completed must still pay the associated second certificate application fee specified in the Application Fee Schedule
- 2.9 Process for a change in businesses ownership described in more detail
- 3.1 New producers must complete an Interest Form as the first step to attending a market
- 4.1 (b) Products listed on a second certificate that aren't listed on a Participants primary certificate are given preference.
- 5.5 Products derived from marijuana or containing CBD cannot be sold in markets.
- 6.7 Prior to a market operating on a particular day, PCFMA may decide to close the market for that day if it receives a credible report that conditions will be unsafe.
- 7.8 For county health departments that require PCFMA to collect fees from Participants, PCFMA will collect these fees within 14 days of communicating the fee amounts to participants.
- 7.10 Participants that owe payments to PCFMA of \$30 or more that do not make these payments within 14 days, will be charged a late fee and may have their market reservations suspended if the payment is outstanding for more than 30 days.
- 9.7 Misrepresentation of conventional products as organic shall result in disciplinary action.
- 10.3 Cutting and selling of agricultural products is not allowed in the certified agricultural section of a market.
- 11.16 Fines related to load lists must be paid within 14 days as explained in 7.10.
- 12.3 PCFMA will typically reimburse participants for scrip at the end of each market day, but may reimburse participants up to 14 days later as needed.
- 13.8 Participants must comply with all applicable fire regulations if they are cooking or otherwise using an open flame anywhere in the market, and they may only do so with permission from the Market Manager
- 14.10 Participants may not play any amplified sound in their stall, and may not use generators that negatively impact the surrounding atmosphere of the market.
- 17.10 Suspended producers may not offer their product for sale by another participant via a second certificate.
- Exhibit A: In 2020, the Kaiser Martinez, Clayton and Mission Bay markets will not operate, the Kaiser Antioch market will reopen, and the new Thrive City market will be available for new Participants to request.
- Exhibit B: Further details as to when PCFMA may close a market due to extreme weather, threat of violence, or other unsafe conditions.
- Exhibit C: A Participant may not be represented by more than two other Participants or represent more than one other Participant within a calendar year using a second certificate.
- Exhibit F: Common requirements regarding fire safety have been collected in their own exhibit for easy reference.
- Exhibit G: Markets have been divided into three tiers regarding stall fees. Stall fees will increase beginning in April.
- Exhibit H: When a Participant is unavailable to provide samples to customers, they must make sure the samples are not accessible.

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# 1. Introduction

## 1.1 Pacific Coast Farmers' Market Association

Pacific Coast Farmers' Market Association ("PCFMA") is a California nonprofit public benefit corporation that is tax-exempt under Section 501(c)(5) of the Internal Revenue Code. PCFMA's mission is to empower California farmers to be enormously successful in Bay Area communities. The primary way that PCFMA pursues its mission is by providing farmers the opportunity to sell directly to consumers at certified farmers' markets (each, a "Market"). To that end, PCFMA operates Markets throughout the Bay Area that offer a wide variety of fruits, vegetables, and other agricultural products.

## 1.2 PCFMA Markets

PCFMA currently operates over 50 Markets in 35 Bay Area communities. Market locations and operating hours are set out in **Exhibit A**. Markets provide producers with a direct-marketing outlet, and allow consumers to purchase fresh, high-quality, locally-grown produce and other products directly from producers in a family-friendly, communal atmosphere. Each Market offers certifiable agricultural products and may also offer non-certifiable agricultural products, and non-agricultural products.

## 1.3 Fresh Approach; Other PCFMA Activities

Fresh Approach is an independent nonprofit organization that was formed by PCFMA in 2008. Its mission is to create long-term change in local food systems by connecting underserved Bay Area communities with healthy food and expanding knowledge about food and nutrition. Fresh Approach provides nutrition education and cooking classes, promotes the use of CalFresh and EBT, and coordinates a mobile farmers' market truck, sourced from PCFMA Markets, which operates in underserved communities. Fresh Approach works with a variety of community-based organizations, schools, public agencies, community clinics, local businesses, and PCFMA and other farmers' markets. PCFMA provides ongoing services and support to Fresh Approach.

## 1.4 California Food Education; Other PCFMA Activities

California Food Education ("FoodEd") is a nonprofit organization that was formed by PCFMA in 2019 to provide support to PCFMA. Its mission is to educate California consumers on the importance of incorporating locally-grown, seasonal fruits and vegetables into their diets and how a diet rich in local healthy foods supports a sustainable local food system. FoodEd is pursuing recognition by the IRS as a 501c3 nonprofit organization which will aid it in its support of PCFMA. PCFMA provides ongoing services and support to FoodEd.

## 1.5 State Law: Direct Marketing Regulations

The Markets are subject to provisions of the California Food and Agricultural Code (the "Code") and regulations under the Code that regulate and encourage the direct sale of agricultural products by farmers to consumers (collectively, the "Direct Marketing Regulations"). The Direct Marketing Regulations set out a variety of requirements for the operation of farmers' markets, including, without limitation:

- farmers' markets must have a defined area where only agricultural products are sold
- only producers—persons primarily responsible for producing agricultural products on land those persons control—may sell agricultural products at the market
- Only agricultural products (certifiable and non-certifiable) produced or harvested in the state of California may be sold in a certified farmers' market.
- producers may sell only products they grow; they may not sell products purchased from someone else
- it is unlawful for sellers to make false, deceptive, or misleading statements about the area of production, identity of the producer, or manner of production with respect to any agricultural product
- market operators may establish rules and regulations for the design and management of their markets

PCFMA operates its Markets in accordance with these principles and requirements, and with requirements under state and local health, fire safety, and other laws. More detail on the [California Food and Agriculture Code](http://leginfo.legislature.ca.gov) can be found at <http://leginfo.legislature.ca.gov> under Chapter 10.5 and more detail about the applicable state [Food and Agriculture regulations](https://govt.westlaw.com/calregs) can be found at <https://govt.westlaw.com/calregs> in Article 6.5.

### **1.6 Certified Producers on Board of Directors**

PCFMA's bylaws provide that three members of the Board of Directors ("Board") be certified producers currently active in one or more Markets. These directors are nominated and selected by certified producers participating in Markets through a process set out in the bylaws. PCFMA's conflict of interest policy addresses situations that involve, or may appear to involve, conflicts of interest, including with respect to the presence of certified producers on the Board. Certified producers interested in Board service should contact PCFMA for information concerning the selection process and expectations for directors and may obtain copies of the bylaws and conflict of interest policy upon request.

### **1.7 This Document**

This document ("Rules") sets out PCFMA's rules as adopted by our Board. The Rules are designed to facilitate the effective operation, administration, and management of our Markets. The Rules cover, among other things:

- application, admission, production, and selling requirements for agricultural producers, non-agricultural producers, and artisans participating in Markets
- how Markets operate
- conduct requirements for Market participants
- stall and site inspection activities, and Participants' consent to such activities
- PCFMA's procedures for dealing with Rules violations and other problems
- broad authority of the PCFMA employees charged with running Markets (known as "Market Managers"), including their full discretion to interpret and enforce the Rules
- obligations of Participants to interact with Market Managers in a respectful and courteous way
- Market locations and hours, application and stall fees, required documentation, stall spaces, signage and labeling definitions, and sampling requirements in separate exhibits at the end of the document

PCFMA's Board, Executive Director, and direct marketing staff have final authority in interpreting and enforcing these Rules.

### **1.8 Definitions**

Persons who sell products or who are otherwise admitted to participate in our Markets are referred to in these Rules as "Participants." In addition, the Direct Marketing Regulations define a variety of terms. Unless otherwise noted, the terms "agricultural products," "non-agricultural products," "certified agricultural products," "non-certifiable agricultural products," "certified farmers' market," "producer," "certified producer," and "processed agricultural products" used in these Rules have the meanings given them in the Code or the Direct Marketing Regulations.

## **2. Participation Generally**

### **2.1 Participants, Products, and Activities**

Our Markets feature a variety of Participants. Most grow and sell fruit, vegetables, and other agricultural products. Others sell food, beer or wine produced off-site. Some Participants prepare and sell food on-site. Other present at Markets provide services, entertainment, or engage in outreach activities, all of which contribute to the community ambience at Markets. Other sections of the Rules set out specific admission, production, and operating requirements for these various types of Participants.

### **2.2 Admission and Approval**

PCFMA must admit a Participant and approve all products and services to be offered by the Participant before it may participate in any Market. PCFMA communicates admission decisions to applicants in writing (a "Market Status Letter").

### **2.3 Duration of Participation Privileges**

Participation privileges exist for a limited period of time, never to exceed one year. Participants must newly submit an application to participate in any Markets each calendar year.

### **2.4 Other Limitations on Participation**

Participation privileges are Market-specific, and may be limited by duration or product offering in accordance with the Participant's Market Status Letter. By way of example, a Participant may be approved to sell strawberries and blueberries year-round at one Market, but may be permitted only to sell strawberries in the summer at another Market. Participation privileges may be limited, suspended, or terminated for noncompliance with these Rules, as provided in Section 17. Participation privileges may be limited, suspended, or terminated between seasons as required to support the success of any Market.

### **2.5 Location**

Admission of a Participant is limited to the Market(s) specified in the Market Status Letter. A Participant admitted to one Market has no right to participate in another Market without prior PCFMA approval. Site agreements between PCFMA and the owners or operators of a Market location may limit the types of products sold or other activities at particular Markets.

### **2.6 Seniority; No Guarantee**

PCFMA does not guarantee admission to a particular Market to any Participant, even if a Participant has participated in Markets in prior years or for many years (a "Prior Participant").

### **2.7 Non-Discrimination**

PCFMA will not grant or deny admission to a Participant on the basis of the Participant's race, religion, color, national origin, disability, age, gender, gender identity or expression, sexual orientation, veteran status, and/or other classifications protected under California law.

### **2.8 No Transfer of Admission or Approvals**

Except as allowed in Section 2.9, no Participant may transfer its admission or approvals under these Rules to any other individual or entity.

### **2.9 Change of Ownership**

For the purposes of these Rules, a change of ownership is defined as follows:

- For sole proprietors, the sale or other transfer of the assets of the business operating at the Market
- For LLCs, corporations, or other entities, an individual who is not, or an entity that is not controlled by, an immediate family member of the equity owner of the entity acquires, directly or indirectly, 50% or more of the equity interests of, or all or substantially all of, the assets of the entity operating at the Market

A Participant that undergoes a change of ownership may continue to participate in Markets for the balance of the current season if the Participant:

- provides prompt written notice of the change of ownership to PCFMA;
- provides PCFMA with evidence that the Participant is in compliance with the insurance requirements set out in Section 19.1 and provides such other documents as PCFMA may reasonably request;
- provides PCFMA with evidence that the Participant is in compliance with all regulatory and certification requirements including but not limited to Certified Producers Certificates, organic certification and health permits;
- responds promptly to PCFMA inquiries concerning the change of ownership; and
- does not make any material changes in its selling activities at the Market, including, without limitation, changes in product offering, manner of production, organic registration or certification, or branding.

For Participants that fail to comply with any of these requirements, PCFMA may terminate current participation privileges and/or condition future participation in Markets upon modification of current practices. For all future

seasons, new owners will be considered as a new Participant. A change of ownership does not guarantee the new owner(s) the same admissions or stall locations as the previous owner. Stall reservations have no fungible value.

### **2.10 Second Certificates**

No certified producer may sell certifiable agricultural products at a Market that were produced on land controlled by a third party without a valid second certificate. PCFMA will permit Participants to sell products under second certificates only if such offerings would provide unique agricultural products PCFMA retains full discretion in approving offerings for sale under second certificates. Participants selling under second certificate must comply with the additional requirements specified in **Exhibit C**.

## **3. Applications**

### **3.1 New Applicants**

Before a new applicant begins the application process set forth in Section 3.2, the applicant must submit an Interest Form to PCFMA; the Interest Form may be found on PCFMA's website. PCFMA screens Interest Forms, and, if there is a need for a product the applicant produces in at least one Market, PCFMA will contact the applicant and send the interested party an application.

### **3.2 Application Process**

PCFMA's application process involves the following steps:

- PCFMA has separate applications for agricultural producers, non-agricultural producers, and artisans. An application will be sent via email if PCFMA is interested in potentially inviting an applicant to participate in a Market.
- Prior Participants submit payment of all outstanding fees due to PCFMA, if applicable.
- Applicants submit to PCFMA a signed and completed application form and payment of registration fees as specified in the Application Fee Schedule in **Exhibit D**.
- Applicants submit to PCFMA all applicable required documents specified in **Exhibit E**.
- PCFMA reviews the application, either rejects or conditionally admits the applicant, and so notifies the applicant.
- As set out in Section 16, PCFMA may condition final admission of certified producers on completion of a satisfactory on-site inspection of applicant's farm or other operating site.
- PCFMA will notify the applicant of final admission after submission of satisfactory documentation, and if applicable, successful completion of an on-site inspection.

PCFMA has full discretion in making admissions decisions for all Participants for all Markets.

### **3.3 Admissions Criteria**

Admissions criteria are set out in Section 4.

### **3.4 Pre-Admission Inspection**

New applicants who wish to sell certifiable agricultural products will not be granted full admission until PCFMA completes an on-site farm inspection and is satisfied with the results of the inspection, as provided by Section 16. New applicants, however, may be admitted on a provisional basis pending a satisfactory on-site inspection. PCFMA will contact as appropriate new applicants who wish to sell certifiable agricultural products to schedule an on-site inspection. The applicant must consent to an inspection within 7 days of request by PCFMA. PCFMA may, at its discretion, condition admission of other (non-certified producer) applicants on satisfactory completion of an on-site inspection.



### **3.5 Proposed Product Changes Upon Application Renewal**

A Participant may propose changes to the products and services it offers in its application for the relevant Market year.

### **3.6 Mid-Season Changes**

If a Participant wishes to sell products during the current Market year not approved by PCFMA at the time of admission, or has already submitted its application for the following Market year, the Participant must submit a written request to PCFMA specifying proposed changes at least 14 days before the Participant wishes to change its products or services offered. Participants must receive written permission from PCFMA before they may make such changes. If the additional products a Participant wishes to sell are from a second certificate, and the Participant only provided primary certificates when they submitted their application for the relevant year, the Participant must pay the required fee as specified in the Application Fee Schedule in **Exhibit D**.

### **3.7 Limitations**

In admitting an applicant, PCFMA has full discretion to limit products, ingredients, growing practices, food preparation methods, and duration of participation as a condition for admission into a Market as provided in Section 2.4.

### **3.8 No Guarantee**

PCFMA has full discretion in making admission decisions. Timely submission of an application does not guarantee admission to a Market, or guarantee that, if admitted, PCFMA will approve all products an applicant wishes to sell. Product approvals do not automatically carry over from any previous Market year. Participants that stop selling the products or type of products that they sold when their application was reviewed, may lose their reservations at one or more markets. This includes producers who indicated they would sell organic products when their application was processed, but who sell only conventionally grown products at a later date.

## **4. Admissions Criteria**

### **4.1 Criteria for Applicants**

PCFMA takes multiple factors into consideration in admitting applicants and their proposed product offerings. These factors include, without limitation:

#### **(a) Applicant Characteristics**

- References received by PCFMA from other certified farmers' market operators concerning Applicant's history of farmers' market participation
- Variety of products an Applicant has sold or proposes to sell at the Market(s)
- Preference given to Applicants who are current Participants and to their previous product offerings, subject to Section 4.2
- Preference to limit the variety of products an Applicant may sell in favor of allowing more certified producers to participate in Markets
- Preference given to certified producers who sell value-added products over non-agricultural producers offering similar products
- Preference given to non-agricultural producers whose processed products feature seasonal and/or regional ingredients purchased from certified producers and to applicants who use certified local agricultural products and processed foods in their products
- Preference given to non-agricultural producers and artisans whose product offerings do not directly compete with nearby brick-and-mortar vendors

## **(b) Product Characteristics**

- Quality of products
- For out-of-season produce, its reasonable shelf life beyond the growing season or whether it is grown in greenhouse facilities.
- Preference given to locally grown products relative to the Market(s) in which an applicant would like to participate
- Preference given to products appearing on a certified producer's primary certificate
- Preference given to products on a second certificate that do not appear on the cross-referenced certified producer's primary certificate

## **(c) Market Characteristics**

- Overall diversity of products available at Markets
- Demand for particular products at Markets
- Number of Participants offering certain products at Markets
- Space availability at Markets
- Balance between certified producers and other categories at Markets
- Competition and/or conflict with neighboring businesses and operating agreements with property owners

### **4.2 Additional Factors: Prior Participants**

In reviewing applications from Prior Participants, PCFMA also considers:

- History of successful and consistent participation in Markets, including adherence to these Rules and applicable laws, timeliness of fee payments and Market arrival, satisfactory stall and site inspections, consistent attendance, and the absence of consumer complaints
- History of constructive, respectful, and courteous interactions with Market Managers and other PCFMA staff, including compliance with directions
- History of acting respectfully and courteously towards consumers and other Participants

Effective enhancement of consumer knowledge of products being sold and how they were produced, as measured by the applicant's presence, employee knowledge, and the quality of stall displays, brochures, and/or handouts

### **4.3 Additional Factors: Waitlisted Applicants**

PCFMA maintains a waitlist of applicants for each Market who were not admitted in the relevant year. If openings arise during a Market year, PCFMA has full discretion to admit any applicant waitlisted for a particular Market without regard to time on waitlist, number of times the applicant has been waitlisted, or any other characteristic.

## **5. Production Requirements**

### **5.1 Certified Agricultural Products**

Participants may only sell certified agricultural products that they produce themselves, and those permitted under second certificates, approved by PCFMA. Reselling of any certified agricultural products, as defined in Section 11.2, is strictly prohibited, and may result in immediate expulsion from participation in one or all Markets. Revocation of a Participant's certified producer's certificate will result in immediate suspension from Market participation. Section 17 sets out other consequences of the revocation of a Participant's certified producers certificate.

## **5.2 Grape and Non-Grape Wines**

Any grower of grape or non-grape wines (“Wine Seller”) wishing to participate in a Market must hold a certified producer’s certificate listing the agricultural product that was used to create the wine, as well as a winegrower’s license (ABC Type 2) and a certified farmers’ market sales permit (ABC Type 79) for each Market location. A Wine Seller may only sell wine produced entirely from agricultural products grown and bottled by the Wine Seller. A Wine Seller may not sell more than 5,000 gallons of wine annually pursuant to all certified farmers’ markets permits it holds.

## **5.3 Beer**

Any beer manufacturer (“Beer Seller”) desiring to sell beer that has been produced by them must hold a certified farmers’ market beer sales permit (ABC Type 84), which allows beer manufacturers to sell beer at certified farmers’ markets in the same county or adjacent county to the licensed beer manufacturing facility. They also must hold either a beer manufacturer license (ABC Type 1) or a small beer manufacturer license (ABC Type 23). The manufacturer cannot sell more than 5,000 gallons of beer annually pursuant to all certified farmers’ markets permits it holds. Preference is given to beer manufacturers whose beer to be sold at a Market includes ingredients derived from agricultural products grown in the state of California.

## **5.4 Organic Generally**

All products sold as organic must be grown, produced, or processed in accordance with federal and state laws, including, without limitation, the USDA National Organic Program and the California Department of Food and Agriculture Organic Program. A Participant that has submitted an organic certification or organic registration to PCFMA and has received PCFMA’s permission to sell organic products must notify PCFMA within 10 days if such certification or registration is cancelled or withdrawn. Until the Participant provides PCFMA with a renewed organic certification or organic registration, the Participant may not use the term “organic” in its farm name, signage, or labeling in any Market.

## **5.5 Cannabidiol (CBD)**

Products harvested from or derived from marijuana are banned from farmers’ markets under California law. Products intended for human consumption through eating, drinking, smoking, inhaling or other means containing CBD harvested from or derived from hemp may not be sold in a Market. This includes both raw, unadulterated products and products for which CBD is added as an ingredient.

## **5.6 Involvement in Product Processing**

Producers selling packaged or processed products, art, or crafts must be actively involved in preparing the products they sell. Reselling and or repackaging products produced by others does not constitute active involvement in preparation of the products. With limited exceptions, PCFMA does not allow non-agricultural producers to buy and resell products and does not invite participation of product distributors.

## **5.7 Overlapping Categories**

Participants whose products or practices place them in more than one of the above categories are subject to all of the requirements of each category. PCFMA has full discretion in determining the applicable category or categories.

# **6. Market Management**

## **6.1 Market Management**

Market Managers have authority to interpret, apply, and enforce these Rules. Market Managers’ roles include making admissions decisions related to the Market they oversee, determining the products that may be sold, overseeing setup and cleanup, making stall assignments, collecting fees, and handling disagreements.

## **6.2 Interaction with Market Managers**

All Participants—regardless of their tenure of participation in the relevant Market, relationship with PCFMA, or otherwise—are expected to interact with Market Managers in a respectful and constructive way. Refusing to comply with Market Manager directions, treating Market Managers in a disrespectful way, or otherwise acting inappropriately towards Market Managers, will not be taken lightly. As provided in Section 4.2, such conduct is taken into account in reviewing applications by Prior Participants for admission and may give rise to disciplinary action under Section 17.

### **6.3 Compliance**

PCFMA operates Markets in accordance with applicable laws and contracts, including, without limitation, the Direct Marketing Regulations, municipal regulations and permitting requirements, and site contracts relating to Market operations at specific locations. PCFMA's interpretation of these laws and contracts will control all disputes and questions about their application.

### **6.4 Standard Operating Procedures**

PCFMA has full discretion to issue Standard Operating Procedures for any Market. Standard Operating Procedures are Market-specific rules that may cover limitations imposed by site agreements including arrival and departure, setup and cleanup, parking, ingredient restrictions, and other topics. Standard Operating Procedures may be more restrictive than, and constitute fully enforceable addendums to, these Rules. At the beginning of each season, PCFMA will distribute to Participants paper and/or electronic copies of the Standard Operating Procedures for the Markets in which they participate.

### **6.5 Days and Hours**

PCFMA will establish the day and hours of operation for all Markets. Market locations and operating hours are set out in **Exhibit A**.

### **6.6 Poor Weather**

PCFMA Markets operate rain or shine, meaning that Participants must participate in Markets for which they have reservations, irrespective of weather. In the event of poor or unsafe weather, Market Managers have full discretion to adjust Market operations, as addressed in **Exhibit B**, to provide for a successful and safe Market day, including, without limitation, changing setup procedures, changing stall locations, prohibiting use of tents, adjusting departure procedures, or closing the market early.

### **6.7 Unsafe Conditions**

If PCFMA receives a credible report predicting unsafe conditions for a future Market day, PCFMA may decide not to operate the market on that day as addressed in **Exhibit B**. In this circumstance, PCFMA will inform the Participants scheduled to attend the Market of the closure as soon as possible.

### **6.8 Relocation**

PCFMA may temporarily or permanently relocate a Market as needed in view of events, construction, or other disruptions at the Market location.

## **7. Attendance and Stall Fees**

### **7.1 Reservations**

Participants must request reservations to participate in Markets annually through the relevant application. Reservations are limited to the Market(s) specified in the Market Status Letter. Reservations do not entitle Participants to particular locations within a market; as set forth in Section 8, PCFMA has full discretion to determine a Market's layout and stall space assignments.

### **7.2 Attendance**

Participants are expected to attend all Market days for which they have reservations. If PCFMA suspects that a Participant is not attending a Market solely because of poor weather or anticipated slow sales, PCFMA may take such conduct into account when reviewing a prior Participant's application renewal under Section 4.2; such conduct may also result in disciplinary action under Section 17.

### **7.3 Cancellations**

A Participant that cancels a Market stall reservation will incur stall fee charges unless the Participant notifies PCFMA of the cancellation at least 48 hours prior to the opening of the Market for which it has a reservation. PCFMA has full discretion to suspend a Participant's selling privileges at a Market for the remainder of the Market year if the Participant cancels a Market reservation three or more times in a 90-day period.

### **7.4 No-Shows**

PCFMA has full discretion to suspend a Participant's selling privileges at a Market for the remainder of the season if the Participant has two or more no-shows at a Market in a 90-day period. A Participant is a "no-show"

if the Participant confirmed attendance as provided in Section 7.1 and the Participant did not participate in the Market, and did not notify PCFMA and cancel 48 hours prior to market opening.

### **7.5 Stall Fees**

PCFMA charges all Participants daily stall fees for participation at a Market as set out in **Exhibit G**. PCFMA also charges stall fees for no-shows and late cancellations as set out in Sections 7.3 and 7.4. PCFMA determines stall fees based on the square footage of selling area assigned to the Participant, as described in Section 8.3 and **Exhibit H**. For each 100 square feet of selling space or portion thereof, commonly referred to as a “stall,” PCFMA will charge a Participant the applicable stall fee. “Selling space” is defined as any physical space in which a Participant displays product for sale to the public, uses to conduct business with the public, or that members of the public occupy while browsing the Participant’s product. This space does not need to be covered by a tent or umbrella to be considered selling space. PCFMA has full discretion to adjust stall fee amounts on an annual basis.

### **7.6 State-Mandated Fees**

Each Participant is required to pay PCFMA the state-mandated fee of \$2.00 per market day, which PCFMA conveys directly to the California Department of Food and Agriculture.

### **7.7 Collection of Stall and State-Mandated Fees**

Stall and state fees are due from Participants for each Market day of participation. Fees are collected by Market Managers each Market day or as described in the Market Standard Operating Procedures. For no-shows and late cancellations as described in Sections 7.3 and 7.4, Market Managers will collect the relevant stall and state fees at the next Market day.

### **7.8 Collection of County-Mandated Fees**

Participants selling non-agricultural products may be required to have permits issued by the Department of Environmental Health for the county that permits each Market. Some counties require PCFMA to process the permit application fees and pay fees on behalf of the Participants. PCFMA will collect fees from the Participants subject to these permits within 14 days of informing the Participant of the fee amount.

### **7.9 Failure to Pay**

PCFMA may in its full discretion prohibit a Participant that fails to pay stall or state fees from participating in the Market day that week, condition participation on receipt of full payment, relocate Participant to a different stall location, or take other such action as it determines appropriate.

### **7.10 Failure to Pay in a Timely Manner**

A Participant who is provided in writing an invoice or other instrument that details a required payment shall provide payment to PCFMA by the due date indicated on the instrument. Any payments, totaling \$30 or more, not received within 14 days of the indicated due date are subject to a \$5.00 late fee. PCFMA may suspend a Participant from all Markets if the Participant has accrued payments totaling \$30 or more that are not received by PCFMA within 30 days of the indicated due date.

## **8. Market Setup**

### **8.1 Layout Generally**

PCFMA has full discretion in determining the overall layout of each Market. Factors considered include creating opportunities for Participant success, compliance with the Direct Marketing Regulations, provisions of the California Business and Professions Code relating to wine tasting and sales, local laws, the requirements of PCFMA’s leases or permits for use of the site, safety principles, and marketing considerations.

### **8.2 Market Design**

As required by the Direct Marketing Regulations, Markets have two clearly defined areas: (a) one for certified agricultural producers, ranchers, and other vendors who sell agricultural products, and (b) one for sellers of nonagricultural products and artisans. In addition, PCFMA may define areas for Wine Sellers and Beer Sellers as provided under state law.

### **8.3 Description of Stall Space**

PCFMA will use reasonable efforts to provide Participant with one or more stall spaces of approximately 10 feet by 10 feet. In some Markets with inadequate vehicle parking space, the Market Manager may designate some spaces for offloading only. As depicted in **Exhibit H**, a Participant may only have three contiguous stall spaces of retail frontage, plus three contiguous stall spaces behind, for a total of six spaces. The Market Manager has full discretion to determine whether, for an additional fee, a Participant may use an additional stall and/or parking space.

### **8.4 Assignment of Stall Space**

When assigning stall spaces, Market Managers may consider the following:

- consumer traffic flow
- safety of Participants, PCFMA staff, and customers during load-in and load-out
- quality of product display, customer service, and Participant involvement
- Participant's tenure at Markets
- history of good relationships with consumers and other Participants
- variety and quality of products
- promotion of Markets and products
- failure to attend a reserved Market day without adequate prior notification as specified in Sections 7.3 and 7.4
- conditions placed on Participant's admission or on its product offerings
- requirements of state and county fire codes
- requirements of state codes and regulations concerning separation between agricultural and non-agricultural producers

### **8.5 Stall Space Reassignment**

Participants' stall locations are not permanent. The Market Manager may reassign space locations for any Market day during the Market year and/or for the following Market year without notice.

### **8.6 Restrictions on Stall Space**

A Participant may not switch, transfer, assign, or sublet its assigned stall space without PCFMA's prior approval.

### **8.7 Arrival**

Participants must arrive no earlier than two hours and no later than 30 minutes prior to the start of a Market day. Market Managers have full discretion to vary arrival times based on local site conditions and regulations. If a Participant fails to arrive at least 30 minutes prior to the start of a Market day, Market Managers may refuse to allow the Participant to set up and sell and charge a No Show fee for the Market day, reassign the Participant's stall space, require the Participant to off-load their products in or outside the Market, and/or revoke the Participant's stall space reservation for up to two weeks.

### **8.8 Parking and Vehicles**

Participants' vehicles or stall setup may not extend into fire lanes, crosswalks or consumer walkway areas; all vehicles, merchandise, scales, and tables must remain within the designated stall space. Parking of vehicles or trucks is at the discretion of the Market Manager, it being understood that there is no guarantee of on-site parking at Markets.

### **8.9 Stall and Shelter Setup**

Participants must stabilize all tables, umbrellas, tarps, and products on display, including securing tents with weights at all times to prevent them from falling over or causing injury. Participants using umbrellas must ensure there is sufficient vertical clearance for consumers. Some markets may prohibit the use of umbrellas entirely due to safety concerns or space constraints. Participants must cover all table tops unless instructed otherwise by Market Manager and may not fill tables beyond load capacity. Stalls must be continually cleared of trimmings, debris, and rubbish of any type. Stall setup, signage, and table displays must be neat, orderly and aesthetically pleasing as determined by the Market Manager.

### **8.10 Electricity**

If electricity is needed, the Participant may, subject to applicable law and at the Participant's expense, use a generator approved by the Market Manager that does not interfere with activity in surrounding stalls.

### **8.11 Waste Containers**

Participants must provide waste receptacles for public use in their stall and remove all waste from the Market at the end of the day. Participants may not deposit waste from their stalls in any waste receptacles provided for the public by PCFMA or any other entity.

### **8.12 Wastewater**

Participants must comply with all state and local storm water standards. Participants must collect all wastewater they generate during a Market day in lidded containers or in receptacles approved by the Market Manager. Participants must dispose of wastewater at their respective farms or businesses in approved plumbing systems that discharges into public sewerage, in approved private sewage disposal systems, or as otherwise specified by the local health department.

## **9. Stall Signage**

### **9.1 Permits, Licenses, and Certificates**

Participants must have all permits, licenses, certificates, and signage clearly identifiable and displayed at their stalls in accordance with these Rules, the Direct Marketing Regulations, and all other applicable laws and regulations. Certified producers, for example, must post their certified producer certificates in a conspicuous manner in their stalls. Participants selling non-agricultural food products are required to have valid permits from the local jurisdiction.

### **9.2 Participant Identification**

Participants must clearly identify their business, farm name, or the name of their establishment, in addition to the city or town and county where their production occurs. Participants selling products under second certificates must comply with the identification requirements set forth in **Exhibit C**.

### **9.3 Use of Certain Terms in Signage**

Participants may not use any term defined in **Exhibit I** in signage or marketing materials unless the manner of production is consistent with the definitions set out in that Exhibit.

### **9.4 Taxable Products**

Participants selling taxable products must display their state-issued seller's permits at their stalls. A seller's permit must correspond to the Market in which the Participant is selling products.

### **9.5 Growing Practices**

Participants must fully and truthfully disclose all farming practices to consumers. This includes disclosure regarding greenhouse and hydroponic produce and plant production.

### **9.6 "We Grow What We Sell"; "California Grown"**

Certified producers must post a conspicuous sign or banner at their stalls that contains the statement "We Grew What We Are Selling," "We Raised What We Are Selling," "We Grow What We Sell", or a similar statement, in accordance with the Direct Marketing Regulations. Certified producers may only use the terms "Proudly California Grown," "California Grown," "California-Grown," or similar terms when identifying products produced in the state of California or harvested in its surface or coastal waters.

### **9.7 Organic Products**

Participants selling organic products must clearly label or have conspicuous signage at their stalls identifying the products as organic, and must post a copy of their current State of California organic registration and, if applicable, documentation of their organic certification, all in accordance with the Direct Marketing Regulations. If a Participant is selling both organic and non-organic products, the Participant must separate such products and clearly identify those that are organic and those that are not organic, and must prevent the commingling of organic and non-organic products or contamination of the organic products with non-organic substances. Misrepresentation of a non-organic product as organic shall result in penalties as outlined in Section 17.

### **9.8 Unpasteurized Products**

Participants selling unpasteurized dairy products or unpasteurized almonds must post conspicuous signage at their stalls warning of the potential health risks associated with consuming unpasteurized food products.

### **9.9 Processed Agricultural Products**

Participants selling processed agricultural products must comply with the signage and label requirements relating to production requirements as set out in the Direct Marketing Regulations.

### **9.10 No False, Deceptive, or Misleading Statements**

Participants may not, in signage, labels, packaging, or oral statements to consumers, make false, deceptive, or misleading statements about the area of production, identity of the Participant, or manner of production of their products, and otherwise must comply with Direct Marketing Regulations requirements relating to statements about products and production. Participants must truthfully and fully disclose farming and production practices, and may not use equivocal terms such as “pesticide free” or “no sprays.”

### **9.11 WIC Signage**

Certified producers must post current-year signage designating them as acceptors of coupons from the Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC”) as directed by the Market Manager.

### **9.12 Prices**

Participants must post a clearly marked and legible price per unit for each product available for sale.

### **9.13 Inspection and/or Removal of Signage**

PCFMA has full discretion to inspect Participants’ signage to ensure that it is in compliance with the requirements of this Section. If a Participant fails to comply with this Section, PCFMA may remove non-complying signage and take disciplinary action as set out in Section 17.

## **10. Product Packaging and Labeling**

### **10.1 Certified Producers**

Certified producers should minimally handle or process agricultural products before packaging them for sale at Markets. PCFMA discourages certified producers from placing labels directly on the produce.

### **10.2 Product Labeling**

Participants that sell any product – including fresh fruits, nuts, and vegetables – in closed containers, including closed bags of any type, must label such containers with the name, address, and ZIP code of the Participant, and a declaration of identity and net quantity of the commodity in the package.

### **10.3 Processed Agricultural Products**

Participants selling processed agricultural products must produce, package, and label their products in accordance with applicable law including, without limitation, Section 47004(c)(2) of the Code. Processing, including the cutting, slicing or sectioning of whole agricultural products for sale may not occur in the section of the Market where agricultural products are sold.

### **10.4 Eggs, Meat, and Fish**

Eggs, meat, and fish must be packaged and labeled in accordance with applicable law.



### **10.5 Unpasteurized Products**

Participants selling unpasteurized products must label such products with a statement warning of the potential health risks associated with consuming unpasteurized food products.

## **11. Selling, Stalls, Setup, and Supplies**

### **11.1 Approved Products Only**

A Participant may not sell any product at a Market that PCFMA has not approved for sale at that Market by the Participant. Market Managers have full discretion to suspend the sale of products that have not been approved by PCFMA, including instructing a Participant to immediately remove such products from its stall. Any Participant wishing to sell products during the current Market year not approved by PCFMA at the time of their admission must obtain PCFMA's approval before selling the product, as provided in Section 3.7. PCFMA may prohibit, limit, or relax limits on the sale of products during the Market year.

### **11.2 No Reselling**

Participants may only sell certified agricultural products that they themselves produce and those permitted under second certificates in accordance with Section 2.10 and **Exhibit C**. As provided in Section 5.1, "reselling" is strictly prohibited, and may result in immediate suspension or other disciplinary action as set out in Section 17.

### **11.3 Quality**

Any product not meeting maturity and quality standards as determined by applicable law including, without limitation, the Direct Marketing Regulations, may not be sold at any Market. Products brought to a Market or offered for sale are subject to inspection at any time by PCFMA as set out in Section 16.

### **11.4 No Sales Until Fully Set Up**

Participants may not conduct sales until their stalls are fully set up in accordance with Section 8, signs and prices are posted, and if required by law, tents fully screened.

### **11.5 Staffing in Stalls**

Individuals staffing stalls for Participants must be an owner, a family member of an owner of the business, or an employee of the business, and in all cases a lawful authorized representative within the meaning of Section 47004 of the Code.

### **11.6 Food Service Ware**

Non-agricultural producers may not provide prepared or take-out food in, on, or with disposable food packing that contains Styrofoam (polystyrene). Non-agricultural producers must also comply with any local regulations on food-service ware.

### **11.7 Plastic Bags**

Participants may not provide T-Shirt-style plastic bags (i.e., plastic bags with handles) to customers, and may not provide plastic bags of any kind if they are prohibited by local law. Participants may not charge customers for bags unless required to do so by local law.

### **11.8 Restrictions Within Stall Space**

In operating their stalls, participants must:

- conduct all promotions and sales within their assigned stall space or immediately in front of their assigned stall space, with the permission of the Market Manager
- maintain displays, signs, back stock, excess boxes, trimmings, and waste in a neat and orderly fashion that does not impede pedestrian access along adjoining sidewalks, customer aisles, or neighboring stalls
- ensure that table frontages are behind the setup line designated by the Market Manager, or in front of and adjacent to the setup line if approved by the Market Manager
- if displaying products on a side table, leave at least 24 inches of aisle space, or a narrower space if approved by the Market Manager

### **11.9 Scales**

Participants must use approved commercial scales that are certified by the relevant County Sealer, Office of Weights and Measures for the current year, and otherwise comply with the Direct Marketing Regulations and other applicable laws.

### **11.10 Grape and Non-Grape Wine Sales**

All wine sales will be subject to PCFMA's authorization. Wine Sellers must sell and operate in compliance with applicable law. Wine Sellers may only sell one day per week at any Market.

### **11.11 Beer Sales**

All beer sales will be subject to PCFMA's authorization. Beer Sellers must sell and operate in compliance with applicable law. Beer Sellers may only sell one day per week at any Market.

### **11.12 Commercial Resellers**

Certified producers may sell to chefs, schools, produce companies, customer pre-purchasing programs, and other commercial buyers at a Market provided that the Participant complies with all applicable laws, including, without limitation, laws relating to labeling, packaging, and receipts.

### **11.13 No Pre-Market or Post-Market Sales Without Permission**

No sales may take place before or after the posted operating hours of Market day without the permission of the Market Manager.

### **11.14 Prohibited Activities**

Participants may not engage in conduct that hurts or could hurt the reputation or operation of Markets as set out in Section 14, including, without limitation, seeking tips from consumers or displaying or distributing petitions or political advertisements in their stalls.

### **11.15 Load Lists**

A Participant selling certified agricultural products must provide a load list to the Market Manager within 45 minutes of the closing time for each Market day, in accordance with the Direct Marketing Regulations. Each load list must include the following information:

- name of the business
- name of the person completing the form
- identity of each product sold as it appears on the certified producer's certificate
- quantity of each product sold at the Market
- authorized signature of the Participant or its employee

PCFMA will not ensure the accuracy of Participants' load lists. Participants who repeatedly fail to provide load lists to PCFMA in a timely manner may be subject to disciplinary action as set out in Section 17.

### **11.16 Load List Fines**

State or county inspectors may fine PCFMA if a Participant fails to turn in a load list at the end of a Market day or to fill out a load list correctly. Any Participant whose actions result in PCFMA incurring such a fine must reimburse PCFMA for the amount of the fine within 14 days after receipt of invoice from PCFMA. Such actions may also subject a Participant to disciplinary action as set out in Section 17.

## **12. Pricing and Payment**

### **12.1 Pricing**

Participants must set their own prices for their products and must post such prices prominently before the start of each Market day. Participants must keep the same prices all day; Participants may, however, bargain with consumers on an individual basis. Participants may not engage in collusive or deceptive pricing practices.

## **12.2 Market Money and Nutrition Assistance Programs**

Participants must accept cash, PCFMA-issued Carrot Cash, Market Money (“Market Money”), WIC, CalFresh, Supplemental Nutrition Assistance Program, Electronic Benefit Transfer (“EBT”), Market Match, and any coupons or scrip from nutrition assistance programs in which PCFMA participates. Participants must complete any required applications for such payment options and must provide PCFMA their applicable state-issued identification numbers. Certified producers must participate in the Farmers’ Market Nutrition Program. PCFMA encourages Participants to accept all coupons and EBT scrip (cannot be used for hot foods or flowers) in a courteous and respectful manner.

## **12.3 Reimbursement for Market Money and Program Scrip**

PCFMA will reimburse Participants in cash for Market Money, WIC, CalFresh, Supplemental Nutrition Assistance Program, Electronic Benefit Transfer (“EBT”), Market Match, and any coupons or scrip from nutrition assistance programs received as payment from customers. Participants may also pay stall fees with such scrip. These payments to Participants for coupons or scrip typically occur at the end of each Market day. PCFMA may, in its sole discretion, accept coupons and scrip from Participants and reimburse Participants within 14 days of receipt of the coupons and scrip.

## **12.4 Returns**

PCFMA strongly encourages Participants to give consumers the benefit of the doubt and offer a full monetary refund or replacement of equal value when purchases are disputed.

# **13. Health and Safety**

## **13.1 Generally**

Participants must comply with local, state, and federal health laws, including the California Health and Safety Code. Participants must maintain their stall spaces, as well as all equipment used to set up the stall – including but not limited to tents, tables and table coverings – in a clean, safe, and sanitary manner during the course of each Market day. Participants’ activities, including operations and vehicle use in Markets, must not endanger consumers or other Participants.

## **13.2 Directions from Market Manager**

Participants must immediately comply with the Market Manager’s directions in all matters relating to safety.

## **13.3 Protection**

Participants that display and store all food at least six inches off the ground, and all booths must have overhead protection where required by the Direct Marketing Regulations. Participants may not engage in operations that result in permanent staining of concrete within or in the area immediately surrounding the Market.

## **13.4 Meat, Poultry, and Fish**

Participants selling meat, poultry, or fish or any other potentially hazardous foods as determined by state or county health inspectors, must transport, store, display, and maintain such products at 41° F or colder in insulated containers with smooth, nonabsorbent interior surfaces.

## **13.5 Sampling**

Participants that distribute food samples must comply with applicable local, state, and federal regulations, including, without limitation, washing their hands after eating, drinking, smoking, or handling money and before preparing, refilling, or otherwise handling samples. Sample distribution must be within or directly adjacent to the Participant’s selling space. Additional sampling requirements are set out in **Exhibit J**. If a Participant fails to comply with these requirements, PCFMA may revoke sampling privileges, suspend the Participant, or take other disciplinary action under Section 17.

## **13.6 Grape and Non-Grape Wine Sampling**

All wine tastings will be subject to PCFMA’s authorization. PCFMA has full discretion in deciding whether to approve an instructional tasting event. Wine Sellers must sell and operate in compliance with applicable Direct Marketing Regulations and public health regulations, labeling, permitting, documentation, and other laws, including, without limitation, Section 23399.4 of the California Business and Professions Code. When offering samples, Wine Sellers must comply with the following:

- Wine Sellers must separate the instructional tasting event area from the rest of the Market by a wall, rope, cable, cord, chain, fence, or other permanent or temporary barrier supplied by the Wine Seller
- only one Wine Seller, member of the Wine Seller's family, or employee of the Wine Seller may conduct an instructional tasting event at a Market
- Wine Sellers may not pour more than three ounces of wine per person per day
- no consumer may leave the instructional tasting area with an open container of wine
- no Wine Seller may give any premium, gift, free goods, or other item of value in connection with the instructional tasting event except as otherwise permitted by PCFMA

### **13.7 Beer Sampling**

All beer tastings will be subject to PCFMA's authorization. PCFMA has full discretion in deciding whether to approve an instructional tasting event. Beer Sellers must sell and operate in compliance with applicable Direct Marketing Regulations and public health regulations, labeling, permitting, documentation, and other laws, including, without limitation, Section 23399.45 of the California Business and Professions Code. When offering samples, Beer Sellers must comply with the following:

- Beer Sellers must separate the instructional tasting event area from the rest of the Market by a wall, rope, cable, cord, chain, fence, or other permanent or temporary barrier supplied by the Beer Seller
- only one Beer Seller, member of the Beer Seller's family, or employee of the Beer Seller may conduct an instructional tasting event at each Market
- Beer Sellers may not pour more than 8 ounces of beer per person per day
- no consumer may leave the instructional tasting area with an open container of beer
- no Beer Seller may give any premium, gift, free goods, or other item of value in connection with the instructional tasting event except as otherwise permitted by PCFMA

### **13.8 Fire Safety**

Participants are required to comply with applicable fire safety regulations and with directions from the local fire department with respect to Market safety, as specified in **Exhibit F**.

Participants must follow these and all other applicable fire safety regulations when they are preparing food anywhere within the market for sale, for sampling, or for their own personal consumption. The Market Manager may forbid a Participant from preparing food in the market if they believe the food preparation will not take place in a manner that satisfies these requirements or is otherwise unsafe.

## **14. Conduct**

### **14.1 Generally**

Common courtesy and respect are essential to Market success. PCFMA expects Participants to be honest and to conduct themselves in a courteous, friendly, and professional manner towards consumers, Market Managers, government officials, and other Participants. While selling at Markets, Participants may not publicly make slanderous or harmful remarks about other Participants or their products, about other farmer's markets, about PCFMA, or about Market Managers and other PCFMA staff.

### **14.2 Harassment and Discrimination**

It is PCFMA's policy that no consumer, Market Manager, PCFMA employee, or Participant will be subject to any form of harassment, discrimination, retaliation, or abusive conduct by any other consumer, employee, or Participant at a Market. This includes any verbal, physical, written, or visual harassment, discrimination, or retaliation on the basis of race, religion, color, national origin, disability, age, gender, gender expression, sexual orientation, veteran status, or other characteristic protected by law. As set out in Section 17, PCFMA may immediately suspend or terminate any Participant that violates this policy.

#### **14.3 Conduct Toward PCFMA Staff**

No Participant, or any employee, contractor, family member, or other person associated with the Participant, may coerce, manipulate, harass, abuse, bribe, threaten, or blackmail a PCFMA staff member in connection with a Market reservation, number or location of stalls, authorization of product offerings, records requests, stall inspections, site inspections, or other requirements of these Rules. Any such attempt or conduct will result in disciplinary action under Section 17.

#### **14.4 Consumer Complaints**

PCFMA expects Participants to resolve consumer complaints promptly and courteously, including accepting returned products and providing refunds, as provided in Section 12.4.

#### **14.5 Knowledge of Product**

PCFMA expects Participants to be knowledgeable about their products and their manner of production, and to communicate this information clearly and accurately to consumers.

#### **14.6 Shirt and Shoes**

Participants must wear shirts and closed-toe shoes at all times at any Markets.

#### **14.7 Smoking**

No smoking of any nicotine or cannabis products, including e-cigarettes, is permitted within 25 feet of the common commerce area at any Market.

#### **14.8 Alcohol**

Except as permitted by law and these Rules with respect to Wine Sellers and Beer Sellers, possession of open containers and consumption of alcoholic beverages are strictly prohibited in the Market.

#### **14.9 Animals**

No animals other than service animals are permitted within 20 feet of Market boundaries.

#### **14.10 Noise**

Participants may not engage in loud hawking or shouting to promote products. Participants may not play music, radios, or other amplified sound at their stall. Generators that negatively impact the atmosphere of the market or surrounding businesses or residences due to noise, exhaust, or unsafe operation, will not be approved for use. The Market Manager will determine whether a generator has such an impact as specified in 8.10.

#### **14.11 Engine-Powered Vehicles**

No engine-powered vehicles (i.e. engine powered bicycles, skateboards, scooters, and hover boards) are permitted in any Market.

#### **14.12 Solicitation**

Participants may only solicit customers regarding the products the Participants are offering for sale at the Market. Solicitation of any other kind, which may include but is not limited to solicitation for sales of other goods or services, donations, tips or other gratuities, shopping at other markets, political campaigns, religious institutions or other topics, is not permitted at Markets unless authorized in advance by PCFMA.

#### **14.13 No Commercial Video or Photography**

PCFMA does not permit videotaping, filming, recording, or photography at Markets for commercial purposes without the prior written consent of PCFMA.

#### **14.14 Gifts**

PCFMA employees may accept gifts from Participants of items Participants are authorized to sell at Markets, up to a value of \$25. No Participant is under any obligation to give gifts to PCFMA employees. In-kind or other payments given with the intent to influence PCFMA decision-making are prohibited.

## **15. Cleanup and Exit**

### **15.1 End of Market Day**

Participants will have one hour after the posted closing time to take down and clean up their stalls. If a Participant fails to adhere to Market departure times, Market Managers may revoke the Participant's stall space reservation for up to two weeks or take other disciplinary action as provided in Section 17. Participants that sell out of their products may pack up supplies and tables early, but must leave their tents assembled until the end of the Market day, unless the Market Manager permits otherwise. Market Managers have full discretion to permit Participants to leave the Market prior to the end of the Market day.

### **15.2 Pick-Up and Waste Disposal**

Before leaving a Market, Participants must collect and remove all debris in their stall space and in an area halfway into the consumer traffic area, without regard to whether the debris originated from their stall space. Participants must dispose of all waste in an off-site location and are not permitted to place any waste or debris in PCFMA receptacles, city dumpsters, or drains. Such debris include, without limitation, oil, grease, and wastewater from sampling or cleaning activities. Participants must dispose of wastewater as provided in Section 8.12.

### **15.3 Spills and Excess Waste**

Should a spill of oil, grease, wastewater or other liquids cause staining to the street, sidewalk, plaza or other permanent infrastructure of a Market, PCFMA may contract for professional cleaning services to alleviate the problems. Should excess waste be left at a Market or be improperly disposed of, PCFMA may be required to take action to alleviate the problem. In these cases, Participants may be required to reimburse PCFMA the cost of correcting these problems.

## **16. Records, Stall Inspections, and Site Inspections**

### **16.1 Generally**

PCFMA conducts records reviews, stall inspections, and on-site inspections of farms, ranches, processing facilities, boats, workshops, and studios (collectively, "sites") to verify that Participants are carrying out their activities in accordance with these Rules. PCFMA carries out such inspections in furtherance of PCFMA's commitment to compliance with the Direct Marketing Regulations, market integrity, consumer trust, and Participant fairness.

### **16.2 Records**

Participants must provide PCFMA, upon PCFMA's request, documents and records relating to current growing practices, processing practices, permits, licenses, insurance coverages, staffing, tax-exempt status, and other matters. Participants must cooperate with PCFMA in connection with these requests and any follow-up actions. In addition, Participants must send copies of updated documents and records to PCFMA should they expire or should circumstances change during a Market year.

### **16.3 Stall Inspections**

PCFMA may, at any time with or without notice, inspect stalls of Participants for compliance with these Rules. In addition, PCFMA may take, without payment, a sample of Participant's products for testing for origin, organic production, or other matters or as part of an investigation of a violation of these Rules. Participants will cooperate with PCFMA in connection with such inspections and testing.

### **16.4 On-Site Inspections**

PCFMA conducts on-site inspections of farms, storage facilities, and other points of production of certified producers participating in Markets. PCFMA may select a Participant for an on-site inspection based on several factors, including, without limitation, observations made during stall inspections, product growing seasons, periodic schedules, scheduled visits to other farms or facilities in the area, information supplied by third parties, or other factors. In addition, as provided in Section 3.4, new applicants who wish to sell certifiable agricultural

products will not be admitted unless and until PCFMA completes an on-site inspection and is satisfied with the results of the inspection.

### **16.5 On-Site Inspection Process**

The on-site inspection process generally will include the following steps:

- PCFMA will conduct records and stall inspections as described in Sections 16.2 and 16.3.
- PCFMA will advise the Participant of its intent to conduct an on-site visit.
- PCFMA and the Participant will agree on a date for the on-site visit. PCFMA will seek to arrange a date and time for the visit agreeable to the Participant, but reserves the right to conduct an on-site inspection within 24 hours of request by PCFMA.
- In the case of certified producers, PCFMA typically will request that a certified producer have available its current certified producer certificate, site maps of all production sites, lease agreements, and a list of items the certified producer sells or proposes to sell. PCFMA will make appropriate requests of other types of Participants.
- A PCFMA staff member conducting the inspection (a "PCFMA inspector") will visit the site. PCFMA has full discretion to determine which of its staff conducts a site inspection. The PCFMA inspector will walk the site, interview the Participant, take notes regarding its findings, and collect data in audio, video, photographic, or written form, as appropriate, potentially including recording interview conversations.

The Participant named on the certified producer's certificate, or an authorized representative of the Participant, must accompany the PCFMA inspector throughout the on-site visit. PCFMA consultants and other collaborators may accompany PCFMA inspector during an inspection. An authorized representative is any person who communicates with PCFMA on behalf of the Participant

- PCFMA will seek to advise the Participant of PCFMA's determination with respect to the results of the inspection within 14 days of the on-site visit.

PCFMA may in its full discretion refine or otherwise change this process during the Market year.

### **16.6 Conduct Toward PCFMA Inspector**

As provided in Section 14.3, if a Participant, or one of its employees, contractors, family members, or other persons associated with the Participant attempts to coerce, manipulate, harass, abuse, bribe, threaten, or blackmail a PCFMA inspector or staff member in connection with records requests, stall inspections, or site inspections, the Participant will be subject to disciplinary action under Section 17.

### **16.7 Inspection Consequences**

A Participant (a) whom PCFMA cannot conclude to its satisfaction is growing or producing all the products it sells or intends to sell at Markets; (b) who fails to cooperate with PCFMA in connection with records reviews, stall inspections, or site inspections; or (c) who otherwise fails an PCFMA review, inspection or inspection, is subject to action by PCFMA including disciplinary action under Section 17. By way of example and not of limitation, PCFMA may carry out a follow-up review, inspection, require Participant to develop a corrective action plan, suspend or terminate Participant's participation in Markets, or make disclosure to relevant parties as provided in Section 16.9. In addition, if PCFMA decides on the basis of a stall inspection to conduct an on-site inspection, PCFMA may suspend such Participant's participation until satisfactory completion of such inspection.

### **16.8 Inspection Materials**

For purposes of these Rules, "Inspection Materials" means information and observations obtained in the course of records review, stall inspections, and on-site inspections including, without limitation, audio recordings, video recordings, photographs, written notes and reports, and inspection-related communications to and from Participants. Though PCFMA may in its full discretion make copies of Inspection Materials available to Participants, Inspection Materials are internal records of PCFMA and Participants are not entitled to review, obtain, or make copies of any Inspection Materials at any time.

### **16.9 Disclosure of Inspection Violations**

PCFMA and other certified farmers' markets have a common interest in ensuring producer and market operator compliance with California law including the Direct Marketing Regulations, preserving the integrity of the farmers' market sector, maintaining consumer confidence in farmers' markets, and providing a level playing field for all producers. Producers selling only what they grow is central to these concerns. To that end:

- PCFMA may, at any time, in its full discretion, disclose Inspection Materials and disciplinary decisions related to inspection violations to governmental authorities, including, without limitation, the California Department of Food and Agriculture and the Agricultural Commissioner of relevant California counties.
- PCFMA may contact the relevant Agriculture Commissioner if PCFMA has reasonable suspicion of a violation by a Participant of Section 890 of the Code, as contemplated by the Direct Marketing Regulations.
- PCFMA may, in its full discretion, disclose to other certified farmers' markets, after a decision is rendered in a Participant's appeal or the expiration of the appeals period as defined in Section 17.11, Inspection Materials and disciplinary decisions related to inspection violations.
- PCFMA may, at any time, in its full discretion, disclose to other Participants, consumers, and other third parties the fact that PCFMA has suspended or expelled a Participant for failure to comply with these Rules.

Participants are not entitled to review or approve any disclosure to any person prior to its release.

### **16.10 Inspection-Related Consents**

Each Participant expressly consents to the following:

- Requests by PCFMA from other certified farmers' market operators for references and other information concerning the Participant including, without limitation, the Participant's record of compliance with such operator's market rules and regulations.
- PCFMA's inspection program as set out in this Sections 16, including, without limitation: (a) production of documents and records; (b) pre-admission site inspection within 7 days of request by PCFMA; (c) stall inspections at any time during Market hours; (d) site inspections and presence on Participant's property of PCFMA inspectors and other persons accompanying PCFMA inspectors within 24 hours of request by PCFMA; and (e) data collection by PCFMA including through audio, video, photographic, or written means, interviews of Participant and Participant's employees, and recording of such interviews.
- PCFMA's disclosure of inspection violations as set out in this Section 16.9 including, without limitation: (a) PCFMA's disclosure of Inspection Materials and disciplinary decisions to government authorities; (b) PCFMA's disclosure of Inspection Materials and disciplinary decisions to other certified farmers' markets; and (c) PCFMA's disclosure of suspension or expulsion decisions to other Participants, consumers, and other persons.

### **16.11 Other Aspects of Inspections**

The presence of Market Managers or other PCFMA staff at a stall or site, and any statements they may make to a Participant in the course of such visits, will not limit or affect in any way the Participant's obligation to comply with these Rules, the Direct Marketing Regulations, and other laws. This Section 16.11 does not impose any duty on PCFMA to inspect any record, stall, or site or assume any liability of any kind arising from inspecting or not inspecting any record, stall, or site. An inspection by PCFMA is targeted in nature and does not entail a review of, or a statement or assurance regarding, agricultural, employment, or food safety practices, environmental compliance, or other matters.

## **17. Discipline**

### **17.1 Violations Generally**

Violation of these Rules may result in a fine, penalty, or other disciplinary action. The disciplinary action imposed will be directly related to the gravity of the violation.



### **17.2 Inspection Violations**

PCFMA considers inspection violations, including, without limitation, reselling agricultural products not of a Participant's own production, providing false or misleading statements about a product, and failing to cooperate with PCFMA or designated inspectors in connection with records requests, stall inspections, or on-site inspections, to be serious violations of these Rules. Such inspection violations may result in more severe discipline.

### **17.3 Multiple Violations**

PCFMA considers different violations by a single Participant, and/or violations by a single Participant in more than one PCFMA Market, as repeat and serious violations of these Rules. Such repeat violations may result in more severe discipline.

### **17.4 Impact of Prior Disciplinary Action**

PCFMA considers a violation by a Participant that previously faced disciplinary action for any violation by PCFMA or another certified farmer's market to be a serious violation under these Rules. Such prior offender violations may result in more severe discipline.

### **17.5 Disciplinary Actions**

Disciplinary actions include, without limitation:

- an oral warning
- a written notice of violation
- restrictions on participation
- a written notice of violation with a fine determined by violation
- Market suspension of up to 18 months
- expulsion from the Market at which the violation occurred
- expulsion from all Markets

### **17.6 Oral Warnings; Written Notice**

If reasonable and possible under the circumstances, a Market Manager will give an oral warning prior to undertaking further disciplinary action. PCFMA will provide Participants with written notice of a disciplinary action. Upon receiving an oral warning or written notice, Participant will promptly ensure that its operations are in compliance with these Rules.

### **17.7 Restrictions**

PCFMA has full discretion to place restrictions on a Participant that has violated these Rules. Such restrictions may be more stringent than the requirements outlined in these Rules, and may remain in effect beyond the current Market year including on a permanent basis.

### **17.8 Penalties**

A Participant that is cited by any government authority, or whose activities necessitate a re-inspection by a government authority, will be responsible for any fees and costs arising from such inspection and re-inspection. A Participant whose activities result in a penalty or fine against PCFMA must reimburse PCFMA for such amounts no later than ten days after delivery of invoice by PCFMA.

### **17.9 Fines**

A participant who is fined by PCFMA must pay PCFMA no later than 14 days after delivery of invoice or notice by PCFMA as set out in Section 7.10. As provided in Section 3.2, a Participant must pay PCFMA all fines and other amounts owing to PCFMA prior to any readmission to a Market.

### **17.10 Suspension**

PCFMA will immediately suspend a Participant that has fees outstanding to PCFMA for more than 30 days, until such fees are paid. At the discretion of PCFMA, other violations of these Rules may also result in suspension, including, without limitation, revocation of a certified producers certificate by a state or county regulatory authority, reselling, product misrepresentation, noncompliance with inspections, and inappropriate conduct during inspections. If suspended, and unless otherwise determined by PCFMA, such Participants:

- may not sell on their behalf or on behalf of any other Participant at any Market during the suspension period;
- may be subject to a one-year probationary period following the end of the suspension period;
- must bear the full cost of up to three inspections and any lab work PCFMA deems necessary at any locations products are produced, processed, or held; and
- may lose previous Market reservations after the suspension is lifted.
- may not offer their product for sale by another Participant through the use of a second certificate.

### **17.11 Appeal**

A Participant may appeal a PCFMA disciplinary action, other than an action resulting from an inspection conducted under Section 16, through the following process:

- A Participant may appeal a Market Manger's disciplinary action by submitting a written petition to the Regional Manager.
- A Participant may appeal a Regional Manager's decision by submitting a written petition to the Director of Direct Marketing
- A Participant may appeal the Director of Direct Marketing's decision by submitting a written petition to the Executive Director.
- A Participant may appeal the Executive Director's decision by submitting a written petition to the Board. The Board may review the appeal at the next regular scheduled meeting of the Board.

A Participant must submit all appeal petitions within two weeks of notification of a disciplinary action. In all appeal petitions a Participant should explain the basis for the appeal, the relief requested by the Participant, and any proposed actions by the Participant relating to the problems that gave rise to the disciplinary action. PCFMA will notify Participant of the appeal decision in writing. PCFMA senior management and the Board in deciding an appeal may refuse to review, agree to review, or uphold, modify, or negate a prior decision by PCFMA staff. Any disciplinary action by PCFMA, including fines, suspensions, and expulsions, will remain in full force and effect during the appeal process. Any and all decisions by the Board will be final.

### **17.12 Appeal of Action Resulting from an Inspection**

A Participant may appeal a PCFMA disciplinary action resulting from an inspection conducted under Section 16, by submitting a written appeal to the Board. The Board may review the appeal at the next regular scheduled meeting of the Board. A Participant must submit all appeal petitions within two weeks of notification of a decision. In all appeal petitions a Participant should explain the basis for the appeal, the relief requested by the Participant, and any proposed actions by the Participant relating to the problems that gave rise to the disciplinary action. PCFMA will notify Participant of the appeal decision in writing. The Board in deciding an appeal may refuse to review, agree to review, or uphold, modify, or negate a prior decision by PCFMA staff. Any disciplinary action by PCFMA, including fines, suspensions, and expulsions, will remain in full force and effect during the appeal process. Any and all decisions by the Board will be final.

### **17.13 No Compensation for Suspension or Termination**

Participants are not entitled, directly or indirectly, to any refunds, damages, or other forms of compensation from PCFMA, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of suspension or termination from the Market.

#### **17.14 Written Consumer Complaints**

PCFMA will advise Participants of written complaints PCFMA receives from consumers about product quality, conduct, or unfair practices, and will take action as follows. For the first complaint, PCFMA will issue a written notice to the Participant including the nature of the complaint redacted as necessary for privacy. PCFMA may also take the disciplinary action set out above as is appropriate to the situation. Additional complaints of a related nature from any consumer may result in PCFMA taking the more severe disciplinary actions listed against the individual or producer involved.

#### **17.15 Participant Complaints**

Participants are welcome at any time to bring forward to the Board any issues, grievances, concerns, or complaints they may have about market operations. Participants must present such issues and complaints in writing. A written complaint does not guarantee the Participant a meeting with the Board.

#### **17.16 No Limits on Other Rights**

The process described in this Section 17 does not: (a) limit PCFMA's ability to enforce its rights under these Rules; (b) limit or qualify a Participant's obligation to comply with applicable law or the Rules; or (c) limit PCFMA's right to notify and/or involve government authorities or other third parties as it may determine.

## **18. Relationship**

#### **18.1 Method of Work**

Participants are solely responsible for the planning, management, and carrying out of their production and marketing activities and their operations in Markets, regardless of whether or not the Participant obtains educational, marketing, or technical support from PCFMA. Participants are solely responsible for the actions of their employees, contractors, and volunteers.

#### **18.2 Relationship**

Nothing in these Rules creates an employment, partnership, joint venture, fiduciary, or similar relationship between any Participant and PCFMA.

#### **18.3 No Guarantees**

PCFMA does not make any representations, warranties, promises, or guarantees of any kind to any applicant or Participant, including any about sales, profits, stall location, consumer traffic, product offerings, or otherwise.

#### **18.4 Publicity and Media Consent**

Participants consent to the use by PCFMA of Participant's image, voice, name, and/or story in any format, including video, print, or electronic (collectively, "Materials"), as PCFMA may deem appropriate in connection with its marketing, consumer education, fundraising, and other outreach activities. PCFMA may make the Materials available at its full discretion to third parties on PCFMA's website, in PCFMA's publications, or through any other media outlet, including social networking websites. PCFMA owns all copyrights and other rights in the Materials. PCFMA retains full discretion in determining if and how to publicize Participants in conjunction with PCFMA activities. Each Participant understands that it is not entitled to inspect or approve versions of the Materials prior to their use, or to receive any payment.

#### **18.5 Use of PCFMA Name and Logo**

Participants will not use the trademarks, trade names, copyrights, or other intellectual property belonging to PCFMA (together, "Marks") without first obtaining the prior written consent of PCFMA, except that Participants may on their websites or other marketing materials identify themselves as a participant in a Market and use Marks during such time that they are current Participants. This license to Participants is non-exclusive, non-transferable, non-sublicensable, and is revocable by PCFMA at any time. A Participant will use the Marks only in the forms provided to it by PCFMA and will not combine any trademarks included in the Marks with any other trademark or design. If PCFMA objects to any use of the Marks by a Participant; the Participant will terminate this use within 10 days after PCFMA contacts Participant. Each Participant acknowledges that it has no interest in the Marks other than the rights granted under these Rules.

## **19. Insurance and Liability**

### **19.1 Insurance**

At all times when participating in any Market, every Participant must maintain, at its sole expense, commercial general liability insurance including products liability, blanket contractual liability, and personal injury coverage with a combined single limit of \$1,000,000 per occurrence for bodily injury, including death and property damage. This policy must name PCFMA as an additional insured and, as required by **Exhibit E**, be submitted by Participant to PCFMA as part of the application process. Participants must give PCFMA 10 days advance written notice prior to policy cancellation, if cancelled during the Market season. In addition, every Participant must maintain automotive liability insurance for both owned and non-owned vehicles used by the Participant. Participants must provide evidence of these coverages to PCFMA in a form acceptable to PCFMA prior to admission at any Market and otherwise upon PCFMA's request as provided by Section 16.2 of these Rules.

### **19.2 Taxes**

Each Participant is solely responsible for all tax returns, disability, unemployment insurance, workers' compensation, and other payments required by any federal, state, or local tax authority, including sales taxes, in connection with its participation in a Market. Each Participant is solely responsible for its own disability, unemployment insurance, workers' compensation, and similar arrangements and contributions.

### **19.3 Indemnification**

Each Participant will defend, indemnify and hold harmless each of PCFMA, its officers, directors, agents, volunteers, donors, and employees (together, "PCFMA Parties"), and relevant Market site owners and operators, from and against any and all third-party claims, losses, damages, demands, and expenses, including attorneys' fees, that such PCFMA Party may suffer arising from (a) Participant's participation in a Market, including, without limitation, sale and consumption by individuals of products sold by a Participant and operation and setup by a Participant of its stall space, whether that claim involves product liability, consumer protection, or any other tort or legal claim; (b) any claims by employees, volunteers, suppliers, contractors, tax authorities, or other persons in a relationship with Participant; (c) any claims related to tax, insurance contributions, workers' compensation law, or other laws applicable to Participant; or (d) any violation by the Participant of its obligations under these Rules or any applicable laws, including, without limitation, The Direct Marketing Regulations and the California Health and Safety Code. Participants will have no obligation to indemnify a PCFMA Party to the extent the liability is caused solely by such PCFMA Party's gross negligence or willful misconduct.

### **19.4 No Responsibility for Personal Property**

Participants understand that their safety is their own personal responsibility, and that PCFMA is not responsible for the security of their Participants' personal property, including, without limitation, property left in stalls, vehicles, and parking spaces.

### **19.5 No Responsibility for Conduct**

Participants understand that PCFMA is not responsible for the conduct of consumers, other Participants, and other Market visitors.

### **19.6 Loss or Relocation of Site**

Participants acknowledge and understand that PCFMA operates Markets on leased or licensed properties. PCFMA will have no liability whatsoever to any Participant if PCFMA loses access to a site, relocates a Market, or takes other action, as a result of changes in its relationships with site owners.

### **19.7 Force Majeure**

Each Participant agrees that neither PCFMA Parties nor site owners or operators will be liable for damages of any nature whatsoever to Participant caused by circumstances beyond PCFMA's control, including, without limitation, acts of God, theft, riot, the interruption of any public utility service, or any other force majeure event.

## **20. General Provisions**

### **20.1 Entire Agreement**

These Rules, including the Exhibits and Standard Operating Procedures, set out the final, complete, and exclusive agreement between PCFMA and Participants, and supersedes all prior versions of these Rules, any prior discussions and correspondence, and any course of dealing or course of performance between PCFMA and any person relating to the operation of the Markets. Each Participant acknowledges and understands the provisions contained in these Rules and confirms its agreement to them.

### **20.2 Compliance with Laws**

Each Participant, at its expense, will ensure that its operations, including certification, production, signage, sampling, sales, displays, set up, and clean-up, comply with the Direct Marketing Regulations, and with all food, retail food facility, health, safety, packaging, labeling, labor, employment, and other laws applicable to the Participant's participation in a Market. It is the sole responsibility of each Participant to ensure that its operations comply with such legal requirements.

### **20.3 Participant Employees and Family Members**

For clarity, Participant is responsible for ensuring compliance with these Rules by Participant's employees, family members, representatives, agents and other affiliates. The actions of such persons will be the responsibility of, and attributable to, Participant, in applying and enforcing these Rules.

### **20.4 Third-Party Beneficiaries**

Except as specifically provided in Section 19.3, these Rules are for the exclusive benefit of PCFMA and Participants and not for the benefit of any third party including, without limitation, any employee, volunteer, family members, contractor of a Participant, or any other Participants or consumers.

### **20.5 Waiver**

Any waiver by PCFMA under these Rules must be in writing and signed by PCFMA. Failure, neglect, or delay by PCFMA at any time to enforce a provision of these Rules will not be considered a waiver of PCFMA's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.

### **20.6 Modification**

PCFMA may amend these Rules in its full discretion. It will notify Participants of any changes made during a calendar year and will provide all applicants with a copy of the current Rules during the application process.

### **20.7 Severability**

If any provision in these Rules is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

## Exhibit A: Market Days and Hours

City	Market	Tier	Day & Time	Open
Alameda	Alameda Farmers' Market	2	Tuesday 9:00 AM to 1:00 PM	Year-Round
		2	Saturday 9:00 AM to 1:00 PM	Year-Round
Antioch	Kaiser Permanente Antioch Farmers' Market	1	Thursday 10:00 AM to 2:00 PM	May 7, 2020 - Oct 29, 2020
Belmont	Belmont Farmers' Market	2	Sunday 9:00 AM to 1:00 PM	Year-Round
Brentwood	Brentwood Farmers' Market	3	Saturday 8:00 AM to 12:00 PM	Mar 7, 2020 - Nov 21, 2020
Concord	Concord Farmers' Market	2	Tuesday 10:00 AM to 2:00 PM	Year-Round
		3	Thursday 4:00 PM to 8:00 PM	Apr 23, 2020 - Oct 15, 2020
Cupertino	Creekside Farmers' Market	2	Friday 8:30 AM to 1:00 PM	Year-Round
Danville	Danville Farmers' Market	2	Saturday 9:00 AM to 1:00 PM	Year-Round
Dublin	Dublin Farmers' Market	2	Thursday 4:00 PM to 8:00 PM	Apr 2, 2020 - Oct 1, 2020
Fremont	Kaiser Permanente Fremont Farmers' Market	1	Thursday 10:00 AM to 2:00 PM	Year-Round
Fremont	Irvington Farmers' Market	2	Sunday 9:00 AM to 2:00 PM	Year-Round
Livermore	Livermore Farmers' Market	2	Thursday 4:00 PM to 8:00 PM	Apr 16, 2020 - Oct 1, 2020
		2	Sunday 10:30 AM to 2:00 PM	Year-Round

Martinez	Martinez Farmers' Market	2	Sunday 10:00 AM to 2:00 PM	Year-Round
Milpitas	Milpitas Farmers' Market	2	Sunday 8:00 AM to 1:00 PM	Year-Round
Oakland	Uptown Oakland Farmers' Market	2	Wednesday 10:00 AM to 2:00 PM	Apr 22, 2020 - Nov 4, 2020
Oakland	Kaiser Permanente Oakland Farmers' Market	1	Friday 10:00 AM to 2:00 PM	Mar 20, 2020 - Oct 23, 2020
Palo Alto	VA Palo Alto Farmers' Market	1	Wednesday 10:00 AM to 2:00 PM	Apr 17, 2020 - Nov 4, 2019
Pinole	Pinole Farmers' Market	2	Saturday 9:00 AM to 1:00 PM	Year-Round
Pittsburg	Pittsburg Farmers' Market	2	Saturday 9:00 AM to 1:00 PM	May 2, 2020 - Oct 17, 2020
Pleasanton	Pleasanton Farmers' Market	3	Saturday 9:00 AM to 1:00 PM	Year-Round
Redwood City	Kaiser Permanente Redwood City Farmers' Market	1	Wednesday 10:00 AM to 2:00 PM	Apr 8, 2020 - Nov 11, 2020
San Francisco	Castro Farmers' Market	2	Wednesday 4:00pm to 8:00pm	Mar 11, 2020 to Nov 18, 2020
San Francisco	Divisadero Farmers' Market	2	Sunday 10:00 AM to 2:00 PM	Year-Round
San Francisco	Fillmore Farmers' Market	2	Saturday 9:00 AM to 1:00 PM	Year-Round
San Francisco	Inner Sunset Farmers' Market	2	Sunday 9:00 AM to 1:00 PM	Year-Round
San Francisco	Thrive City Farmers' Market	2	Sunday 8:00 AM to 1:00 PM	Year-Round
San Francisco	UCSF Parnassus Farmers' Market	1	Wednesday 10:00 AM to 3:00 PM	Year-Round

San Francisco	VA San Francisco Farmers' Market	1	Wednesday 10:00 AM to 2:00 PM	Year-Round
San Jose	Alum Rock Village Farmers' Market	2	Sunday 8:00 AM to 1:00 PM	Year-Round
San Jose	Berryessa Farmers' Market	2	Saturday 9:00 AM to 1:00 PM	Year-Round
San Jose	Downtown San Jose Farmers' Market	2	Friday 10:00 AM to 2:00 PM	May 1, 2020 - Nov 6, 2020
San Jose	Evergreen Farmers' Market	2	Sunday 9:00 AM to 1:00 PM	Year-Round
		2	Wednesday 9:00 AM to 1:00 PM	Year-Round
San Jose	Kaiser Permanente San Jose Farmers' Market	1	Friday 10:00 AM to 2:00 PM	Year-Round
San Jose	Santa Clara Valley Medical Center Farmers' Market	1	Wednesday 10:00 AM to 2:00 PM	May 6, 2020 - Oct 28, 2020
San Jose	Santa Teresa Farmers' Market	2	Saturday 10:00 AM to 2:00 PM	Year-Round
San Leandro	Downtown San Leandro Farmers' Market	2	Wednesday 4:00 PM to 8:00 PM	Mar 25, 2020 - Oct 7, 2020
San Leandro	Kaiser Permanente San Leandro Farmers' Market	1	Wednesday 10:00 AM to 2:00 PM	Year-Round
San Mateo	25th Avenue in San Mateo Farmers' Market	2	Tuesday 4:00 PM to 7:30 PM	May 5, 2020 - Oct 6, 2020
San Mateo	College of San Mateo Farmers' Market	3	Saturday 9:00 AM to 1:00 PM	Year-Round
Santa Clara	Kaiser Permanente Santa Clara Farmers' Market	1	Friday 8:00 AM to 1:00 PM	Year-Round
South San Francisco	South San Francisco Farmers' Market	2	Saturday 10:00 AM to 2:00 PM	May 2, 2020 - Oct 24, 2020



Union City	Kaiser Permanente Union City Farmers' Market	1	Tuesday 10:00 AM to 2:00 PM	Apr 7, 2020 - Nov 10, 2020
Union City	Union City Farmers' Market	2	Saturday 9:00 AM to 1:00 PM	Year-Round
Vacaville	Vacaville Farmers' Market	2	Saturday 8:00 AM to 12:00 PM	Apr 18, 2019 - Oct 10, 2020
Vallejo	Kaiser Permanente Vallejo Farmers' Market	1	Friday 10:00 AM to 2:00 PM	Year-Round
Vallejo	Vallejo Farmers' Market	3	Saturday 9:00 AM to 2:00 PM	Year-Round
Walnut Creek	Kaiser Permanente Walnut Creek Farmers' Market	1	Tuesday 10:00 AM to 2:00 PM	Year-Round

## Exhibit B: Market Closure Policy

In rare occasions, it may be necessary for PCFMA to cancel, or close early, the farmers' market in order to maintain public, vendor, and staff safety. There are a number of known and unknown conditions that might precipitate a market closure. In the circumstance that PCFMA decides to close a market in advance, PCFMA will do everything in its power notify all the impacted Participants.

### 1. Extreme Weather and Natural Disaster

Extreme weather, and specifically high winds can be one of the most dangerous elements in a market setting. In cases where sustained wind and gusts are predicted above 30 mph, where even weights and ropes, properly used, cannot secure canopies, PCFMA may explore cancelling a market in advance, ideally informing vendors no less than 24 - 48 hours in advance.

In some cases, when the market is experiencing winds between 25 to 30 mph, it may be necessary to make a decision about a high wind closure on market day, or while out at the market. Staff may make the determination to ask vendors to take down their tent, pack up early, and/or may choose to not charge stall fee or penalize vendors with a no-show. There may be other naturally-occurring, unpredictable weather events and natural disasters that may influence a market closure, including a major earthquake, flood or other natural disaster.

### 2. Violence, Threat of Violence, and Strikes or Protests

In cases where PCFMA becomes aware of a credible threat of violence that could impact a market location during market hours, PCFMA will work with local authorities to determine the seriousness of the threat and whether the market should be closed. If an act of violence occurs at the market, PCFMA will immediately inform law enforcement and may immediately evacuate the market.

In cases where PCFMA becomes aware of a strike, rally, or protest that could impact a market; PCFMA will determine the potential impact of the action. Depending on the severity of the action PCFMA may decide to close the market, or in cases where the impact will be less severe, communicate with Participants to determine if they still want to attend the market that day. If such events occur, unplanned, during market hours, staff may consider an immediate closure.

### 3. Fire, Smoke, and Other Unsafe Conditions

In the case of smoke which impacts the air quality at the market site, PCFMA may consider closure if the Air Quality Index is predicted to be in, or is in the Very Unhealthy range (201- 300), and Hazardous range (301- 500) during a market. PCFMA will generally not operate a market if the property owner controlling the market site, city or county in which the market is located, or local emergency services declares a Public Health Emergency for smoke or any other similar environmental reason.

Immediate dangers like fire or chemical spills at or near market would require prior or immediate market closures. In the case of immediate dangers on market days, staff may direct vendors to leave the site without packing up in order to avoid immediate danger.

## Exhibit C: Second Certificates

As referenced in Section 2.10, certified producers may not sell certifiable agricultural products produced on land controlled by a third party without a valid second certificate. Participants using second certificates must comply with the following requirements:

1. Within a calendar year, a certified producer may not be represented by more than two other certified producers, and a certified producer may not represent more than one other certified producer.
2. Each certified producer's products to be sold, or offered for sale, must be separated and identifiable by each certified producer's valid certificate at the time or point of sale. The valid certificate must include the names of the certified producer and certified producer selling the second certificate products.
3. Signage must clearly identify which products are produced at each farm, that they were "Proudly California Grown" by a specifically named farmer, and the city and county of production. Signage must also identify that such products are "Proudly Sold By" the Participant operating the Market stall.
4. The certified producer selling on behalf of another certified producer must be offering for sale, at a Market on the same day, certified products which the certified producer has produced itself and must comprise more than 50% of the volume of total products the certified producer is offering for sale. Volume is measured by the weight or dollar value of the products at the time or point of sale, and the volume requirement applies only at the beginning of the day of sale.
5. A certified producer wishing to sell on behalf of another certified producer must obtain and submit to the relevant county agricultural commissioner, prior to certification, written authority to sell from such other certified producer.
6. Commission sales and buying and selling between certified producer's markets is prohibited at Markets. Any payment made for the service of one certified producer selling for another certified producer may not be related to the volume or value of the products sold.
7. A certified producer selling products at a Market on behalf of another certified producer or whose products are sold by another certified producer at a Market must keep, for a period of not less than three years, the following records relating to such products: (a) the date of transfer of the products to the Participant and an accurate accounting of the amount of products by weight, dry measure, or count, with each separate product and amount recorded according to variety; (b) the date of sale of products and an accurate accounting of the amount of products sold by weight, dry measure, or count, with each separate product and amount recorded according to variety; and (c) the names of the certified producers involved.
8. Certified producers using second certificate crops must pay a supplemental application fee as set out in **Exhibit D**, and a supplemental stall fee as set out in **Exhibit G**.
9. Producers who are currently suspended or who have been expelled from PCFMA's Markets are not eligible to offer their products for sale through the use of a second certificate at any PCFMA Market.

## Exhibit D: Application Fee Schedule

The application fees required upon submission of an application form are set forth below.

Participant	Application Processing Fee	
<b>Agricultural Producers</b>	Application submitted online by January 14, 2019 with all required documentation	\$ 150
	Application submitted online after January 14, 2019 with all required documentation	\$ 200
	Second certificate submitted with application	\$ 100
<b>Non-Agricultural Producers</b>	Application submitted online by January 14, 2019 with all required documentation	\$ 150
	Application submitted online after January 14, 2019 with all required documentation	\$ 200
<b>Artisans</b>	Application submitted online by January 14, 2019	\$100
	Application submitted online after January 14, 2019	\$ 150

These fees are nonrefundable and their payment does not guarantee an applicant admission to participate, nor the right to sell products specified in a second certificate, at any Market.

## Exhibit E: Required Application Documents

As a prerequisite to PCFMA's review of an application to participate in any Market, the applicant must provide PCFMA with all documentation specified below according to product type. Please note that an applicant's products may fall into several of the categories, and the applicant must provide all required documentation for all applicable categories.

<b>All Products</b>	<ul style="list-style-type: none"> <li>certificate of general liability insurance within minimum coverage of \$1,000,000 which names PCFMA as an additional insured</li> </ul>
<b>Taxable Products</b>	<ul style="list-style-type: none"> <li>seller's permit issued by the State Board of Equalization authorizing the applicant's sale of goods at each Market it wishes to sell products</li> </ul>
<b>Certified Agricultural Products</b>	<ul style="list-style-type: none"> <li>certified producer certificates for all growing areas applicable to the products the applicant proposes to sell at Markets, including those for which the applicant proposes to sell under a second certificate</li> <li>annual plan indicating the agricultural products the applicant plans to produce and offer for sale at Markets, and the time of the year when they are expected to be available for sale upon request</li> <li>lease or sharecropping agreements for land on which the producer's certified agricultural products are grown, if applicable upon request</li> </ul>
<b>Processed Agricultural Products</b>	<ul style="list-style-type: none"> <li>complete copy of a Cottage Food Operations permit or a health permit issued by the state or county for the point of production of the processed agricultural products</li> <li>if a producer wishes to sell its honey sticks in the certified agricultural section of any Market, a letter from the processor of the producer's honey sticks that the products are processed in its facility</li> </ul>
<b>Non-Agricultural Products</b>	<ul style="list-style-type: none"> <li>if selling a processed food product for which any portion of the preparation is done in an offsite point of production, a health permit issued by the state or county for the point of production of the non-agricultural products</li> <li>if selling a processed food product for which all preparation is done at the Market, a health permit issued by the county for the commissary in which the food and equipment is stored outside of market hours</li> <li>any additional certifications and/or permits required by the local jurisdiction of the Markets in which the applicant seeks to sell non-agricultural products</li> </ul>
<b>Organic Products</b>	<ul style="list-style-type: none"> <li>certificate of organic registration from the California Department of Food and Agriculture Organic Program, if applicable</li> <li>organic certification from a USDA-accredited organic certifying organization if gross annual sales of such organic products are expected to exceed \$5,000, if applicable</li> </ul>
<b>Meat</b>	<ul style="list-style-type: none"> <li>certification that all livestock is slaughtered in USDA-inspected facilities in accordance with federal law, or that a statutory exemption applies</li> <li>certification that all packaged meat products are processed and packaged in USDA-approved facilities</li> <li>certification that all meat products are routinely stored in USDA-approved storage facilities prior to sale</li> </ul>

<b>Fish</b>	<ul style="list-style-type: none"><li>• commercial fish business license, fisherman's retail license, or fish receiver's license</li><li>• shellfish handling permit or shellfish growing permit if selling shellfish</li><li>• landing, transfer, producer, or wholesaler receipts and/or invoices upon request</li></ul>
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## Exhibit F: Requirements for Fire Safety

These are some of the more common requirements Participants must follow in regards to cooking and using fuel tanks in the market. This is not an exhaustive list of these kinds of requirements. Participants are required to follow all applicable state fire codes.

- Participants cooking in the market must have in their stall a currently certified fire extinguisher of the appropriate type based on the kind of cooking taking place.
- Fire extinguishers should be stored at least five feet away from any heat source or fuel tanks
- If using a LPG tank, Participants must connect the tank to their cooking equipment using a hose at least 10 feet in length and the tank must be at least 10 feet away from cooking equipment
- An LPG tank must be supported by a stand or container that prevents it from tipping or rolling.
- An LPG tank must have been inspected by a certified inspector or purchased no more than one year ago
- Cooking equipment and fuel tanks must not be easily accessible by the public either by being stored within a Participant's stall or cordoned off using cones, caution tape, or other visual indicator as deemed appropriate by the Market Manager
- Participants cooking inside or beneath a tent, umbrella, or other shade covering must ensure that such equipment is fire retardant and clearly labeled as such with the appropriate seal of registration to officially communicate that the chemical or material has been approved by the State Fire Marshal and other officials as a flame retardant. This Seal should have adhered to tent rentals, canvas, and other decorative products. This Seal may also be used to label approved chemicals.

## Exhibit G: Stall Fee Schedule

Prices are per stall as defined in Section 7.5 and Section 8.3 of the Rules and Regulations.

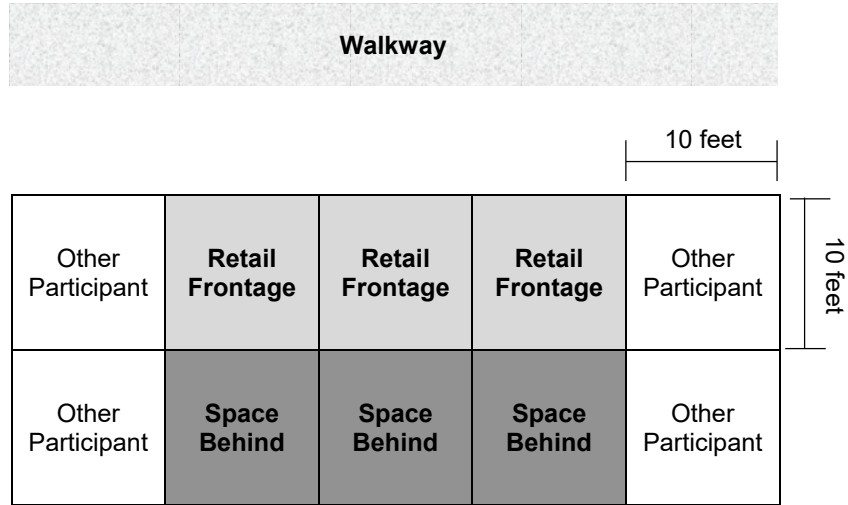
For the purposes of this schedule, the “Winter Season” begins on December 1 and ends on March 31, and the “Summer Season” begins on April 1 and ends on November 30.

	Season	Tier 1 Markets	Tier 2 Markets	Tier 3 Markets
<b>Agricultural</b>	Winter	\$32 + \$35 per market day for a second certificate	\$42 + \$35 per market day for a second certificate	\$42 + \$35 per market day for a second certificate
	Summer	\$42 + \$35 per market day for a second certificate	\$52 + \$35 per market day for a second certificate	\$52 + \$35 per market day for a second certificate
<b>Non-Agricultural, Prepackaged</b>	Winter	\$47	\$58	\$58
	Summer	\$57	\$68	\$68
<b>Non-Agricultural, On-Site Processing</b>	Winter	\$57	\$68	\$68
	Summer	\$67	\$78	\$90
<b>Artisans</b>	Winter	\$32	\$33	\$33
	Summer	\$37	\$38	\$38



# Exhibit H: Participant Stall Space Diagrams

## Stall Spaces



## Explanation

As set forth in Section 8.3, all stall spaces are 10 feet by 10 feet. Participants may only have three contiguous stall spaces of retail frontage (light gray above), and three spaces behind (dark gray above) for a total of 6 spaces. Non-colored "Other Participant" spaces above indicate another Participant's stall space.

## Exhibit I: Signage and Labeling Definitions

PCFMA requires Participants to use the following definitions in signage and labeling at Markets:

1. **Cage-Free:** Eggs or meat from birds that were allowed to roam inside a henhouse or other facility. “Cage free” does not require that the birds be permitted to leave the henhouse or other facility.
2. **Free Range:** Eggs or meat from birds from birds that were allowed access to the outside.
3. **Grass Fed:** A meat product from an animal (beef, sheep, bison, or goat) that has been fed nothing but grass from weaning to harvest.
4. **Heirloom:** An open-pollinated cultivar that existed prior to 1951. No commercial hybrids or genetically-modified organisms may be labeled as “heirlooms”.
5. **Naturally-Grown/Natural:** Meat and poultry products that are minimally processed and contain no artificial ingredients including artificial colors, flavors, or preservatives; or agricultural products cultivated without any artificial products (i.e. artificial fertilizers or pesticides).
6. **Pastured:** Eggs or meat from birds that were never restricted in cages and were allowed to roam outside for at least half of the daylight hours each day.
7. **Transitional:** Farm or producer using organic farming methods during the 3-year period required for organic certification.
8. **Tree-ripened:** An agricultural product allowed to ripen fully on the tree before picking, excluding any product subject to artificial methods to induce ripening.
9. **Vine-ripened:** Any agricultural product allowed to ripen fully on the vine or plant before picking, excluding any product subject to artificial methods to induce ripening.

## Exhibit J: Additional Sampling Requirements

Participants who are sampling products offered for sale must comply with all requirements below. Failure to adhere to state laws and regulations concerning safe sampling or these requirements may result in Participant losing the right to sample or other penalties for violations of the PCFMA Rules and Regulations as listed in Section 17.

Participants must:

1. Wash their hands using an approved wash station before preparing samples.
2. Wash and clean all produce intended for sampling.
3. Distribute samples in a manner that precludes the possibility of a consumer touching the remaining samples.
4. Ensure that samples are secure and cannot be accessed by customers when not actively providing samples to customers.
5. Use toothpicks, tongs or disposable utensils to distribute the samples.
6. Keep samples in clean, non-absorbent covered containers.
7. Ensure any trimming of produce or preparation of produce for sampling be done so that trimmings fall into a waste container.
8. Prepare all samples in an area where a tarp or similar protective barrier is placed between the work area or waste container and the ground, and prepare all samples under a tent, canopy, or other overhead covering.
9. Dispose of pits, peels, and rubbish in leak-proof garbage receptacles with close-fitting lids.
10. Use clean, disposable plastic gloves when preparing product for samples.
11. Wash and sanitize utensils and cutting surfaces.
12. Ensure cutting surfaces are smooth, non-absorbent, and easily cleanable.
13. Provide a trash receptacle for public use.
14. Distribute samples only within the Participant's assigned selling area, except as specifically authorized by the Market Manager.