PACIFIC COAST FARMERS'
MARKET ASSOCIATION

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Rules and Regulations for PCFMA Farmers' Markets 2027

TABLE OF CONTENTS

1. INTRODUCTION 1

1.1 Pacific Coast Farmers' Market Association 1
1.2 PCFMA Markets 1
1.3 Fresh Approach; Other PCFMA Activities 1
1.4 California Food Education; Other PCFMA Activities 1
1.5 State Law: Direct Marketing Regulations 1
1.6 Producers on Board of Directors 2
1.7 This Document 2
1.8 Standard Operating Procedures 2
1.9 Definitions 2
1.10 Rule Changes 2

2. PARTICIPATION GENERALLY 3

2.1 Participants, Products, and Activities 3
2.2 Admission and Approval 3
2.3 Duration of Participation Privileges 3
2.4 Other Limitations on Participation 3
2.5 Location 3
2.6 Seniority; No Guarantee 3
2.7 Non-Discrimination 3
2.8 No Transfer of Admission or Approvals 3
2.9 Change of Ownership 3
2.10 Second Certificates 4

3. APPLICATIONS 4

3.1 New Applicants 4
3.2 Application Process for New Applicants 4
3.3 Application Process for Returning Applicants 5
3.4 Admissions Criteria 5
3.5 Pre-Admission Inspection 5
3.6 Proposed Product Changes Upon Application Renewal 5
3.7 Mid-Season Changes 5
3.8 Limitations 6
3.9 Probationary Period 6
3.10 No Guarantee 6

4. ADMISSIONS CRITERIA 6

4.1 Criteria for Applicants 6
4.2 Additional Factors: Prior Participants 7
4.3 Additional Factors: Waitlisted Applicants 7
4.4 Consideration of Producers Listed on Second Certificates 8

5. PRODUCTION REQUIREMENTS 8

5.1 Certified Agricultural Products 8
5.2 Grape and Non-Grape Wines 8
5.3 Beer 8
5.4 Organic Generally 8
5.5 Cannabidiol (CBD) 8
5.6 Involvement in Product Processing 8
5.7 Overlapping Categories 9

6. MARKETS AND MARKET MANAGEMENT 9

6.1 Market Management 9
6.2 Interaction with Market Managers 9
6.3 Compliance 9
6.4 Days and Hours 9
6.5 Rain or Shine 9
6.6 Market Adjustment due to Weather or Other Conditions 9
6.7 Relocation 10
6.8 Appeals of Market Manager Decisions 10

7. ATTENDANCE AND STALL FEES 10

7.1 Reservations 10
7.2 Attendance 10
7.3 Cancellations 10
7.4 No-Shows 11
7.5 Impact of Attendance on Future Reservations 11
7.6 Stall Fees 11
7.7 State-Mandated Fees 11
7.8 Collection of Stall and State-Mandated Fees 11
7.9 Collection of County-Mandated Fees 11
7.10 Failure to Pay 11
7.11 Failure to Pay in a Timely Manner 11

8. MARKET SETUP 12

8.1 Layout Generally 12
8.2 Market Design 12
8.3 Description of Selling Space 12
8.4 Assignment of Stall Space 12
8.5 Selling Space Reassignment 13
8.6 Restrictions on Stall Space 13
8.7 Arrival 13
8.8 Parking and Vehicles 13
8.9 Stall and Shelter Setup 14
8.10 Electricity 14
8.11 Waste Containers 14
8.12 Wastewater 14

9. STALL SIGNAGE 15

9.1 Permits, Licenses, and Certificates 15
9.2 Participant Identification 15
9.3 Use of Certain Terms in Signage 15
9.4 Taxable Products 15
9.5 Growing Practices 15
9.6 "We Grow What We Sell"; "California Grown" 15
9.7 Organic Products 15
9.8 Processed Agricultural Products 15
9.9 No False, Deceptive, or Misleading Statements 15
9.10 WIC Signage 16
9.11 Prices 16
9.12 Inspection and/or Removal of Signage 16
9.13 Signage Outside of Assigned Selling Space 16

10. PRODUCT PACKAGING AND LABELING 16

10.1 Certified Producers 16
10.2 Product Labeling 16
10.3 Processed Agricultural Products 16
10.4 Eggs, Meat, and Fish 16

11. SELLING, STALLS, SETUP, AND SUPPLIES 16

11.1 Approved Products Only 16
11.2 No Reselling 16
11.3 Quality 17
11.4 No Sales Until Fully Set Up 17
11.5 Staffing in Stalls 17
11.6 Food Service Ware 17
11.7 Restrictions Within Stall Space 17
11.8 Scales 17
11.9 Grape and Non-Grape Wine Sales 17
11.10 Beer Sales 17
11.11 Commercial Resellers 17
11.12 No Pre-Market or Post-Market Sales Without Permission 18
11.13 Load Lists 18
11.14 Load List Fines 18

12. PRICING AND PAYMENT 18

12.1 Pricing 18
12.2 Market Money and Nutrition Assistance Programs 18
12.3 Reimbursement for Market Money and Program Scrip 18
12.4 Accuracy of Producer Contact Information 19
12.5 Returns 19

13. HEALTH AND SAFETY **19**

13.1 Generally 19
13.2 Directions from Market Manager 19
13.3 Protection 19
13.4 Meat, Poultry, and Fish 19
13.5 Sampling 19
13.6 Grape and Non-Grape Wine Sampling 20
13.7 Beer Sampling 20
13.8 Fire Safety 20
13.9 Health and Safety Protocols 20
13.10 No Attendance 20
13.11 Return to Market 21

14. CONDUCT **21**

14.1 Generally 21
14.2 Harassment and Discrimination 21
14.3 Conduct Toward PCFMA Staff 21
14.4 Consumer Complaints 21
14.5 Knowledge of Product 21
14.6 Shirt and Shoes 21
14.7 Smoking 21
14.8 Alcohol 22
14.9 Animals 22
14.10 Noise 22
14.11 Engine-Powered Vehicles 22
14.12 Solicitation 22
14.13 No Commercial Video or Photography 22
14.14 Gifts 22
14.15 Prohibited Activities 22

15. CLEANUP AND EXIT **22**

15.1 End of Market Day 22
15.2 Pick-Up and Waste Disposal 22
15.3 Spills and Excess Waste 23

16. RECORDS, STALL INSPECTIONS, AND SITE INSPECTIONS **23**

16.1 Generally 23
16.2 Records 23
16.3 Stall Inspections 23
16.4 On-Site Inspections 23
16.5 On-Site Inspection Process 23
16.6 Conduct Toward PCFMA Inspector 24
16.7 Inspection Consequences 24
16.8 Inspection Materials 24
16.9 Disclosure of Inspection Violations 24
16.10 Inspection-Related Consents 25
16.11 Other Aspects of Inspections 25

17. DISCIPLINE **25**

17.1 Violations Generally 25
17.2 Inspection Violations 25
17.3 Health and Safety Violations 25
17.4 Multiple Violations 25
17.5 Impact of Prior Disciplinary Action 26
17.6 Disciplinary Actions 26
17.7 Restrictions 26
17.8 Penalties 26
17.9 Fines 26
17.10 Suspension 26
17.11 Appeal 27
17.12 Appeal of Action Resulting from an Inspection 27
17.13 No Compensation for Suspension or Termination 27
17.14 Written Consumer Complaints 27
17.15 Participant Complaints 27
17.16 No Limits on Other Rights 28

18. RELATIONSHIP **28**

18.1 Method of Work 28
18.2 Relationship 28
18.3 No Guarantees 28
18.4 Publicity and Media Consent 28
18.5 Use of PCFMA Name and Logo 28

19. INSURANCE AND LIABILITY **28**

19.1 Insurance 28
19.2 Taxes 28
19.3 Indemnification 29
19.4 No Responsibility for Personal Safety or Property 29
19.5 No Responsibility for Conduct 29
19.6 Loss or Relocation of Site 29
19.7 Force Majeure 29
19.8 Assumption of Risk 29
19.9 Liability Waiver and Release 30
19.10 Limitation of Liability 30

20. GENERAL PROVISIONS **30**

20.1 Entire Agreement 30
20.2 Compliance with Laws 30
20.3 Participant Employees and Family Members 30
20.4 Third-Party Beneficiaries 30
20.5 Waiver 30
20.6 Modification 30
20.7 Severability 31
20.8 Language 31
20.9 Governing Law; Jurisdiction 31
20.10 No Presumption Against Drafter 31

EXHIBIT A **33**

MARKET DAYS AND HOURS **33**

EXHIBIT B **36**

MARKET CLOSURE OR OTHER ADJUSTMENT **36**

EXHIBIT C **38**

SECOND CERTIFICATES **38**

EXHIBIT D **39**

APPLICATION FEE SCHEDULE **39**

EXHIBIT E **40**

REQUIRED APPLICATION DOCUMENTS **40**

EXHIBIT F **42**

REQUIREMENTS FOR FIRE SAFETY **42**

EXHIBIT G **43**

STALL FEE SCHEDULE **43**

EXHIBIT H **44**

STALL FEE TIERS **44**

EXHIBIT I **46**

PARTICIPANT STALL AND SELLING SPACE DIAGRAM **46**

EXHIBIT J **48**

SIGNAGE AND LABELING DEFINITIONS **48**

EXHIBIT K **49**

ADDITIONAL SAMPLING REQUIREMENTS **49**

EXHIBIT L **50**

FINANCIAL DISPUTE RESOLUTION **50**

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 support California farmers and communities by providing farmers' markets for our diverse Bay Area neighborhoods. 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 30 Markets in 20 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 California communities with healthy food from California farmers and expanding knowledge about food and nutrition. Fresh Approach is recognized by the IRS as a 501(c)(3) nonprofit organization 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 and local farms, 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 recognized by the IRS as a 501(c)(3) 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; and
- 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, including any emergency or temporary orders issued by these agencies. More detail on relevant requirements from the California Food and Agriculture Code can be

found under Chapter 10.5 and more detail about the applicable state Food and Agriculture regulations can be found in Article 6.5.

1.6 Producers on Board of Directors
PCFMA's bylaws provide that four members of the Board of Directors ("Board") be Participants currently active in one or more Markets. Three of these Board members are certified producers and one is a Participant other than a certified producer. These directors are nominated and selected by Participants 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 Participants on the Board. Participants 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;
- conduct requirements for Market participants;
- stall and site inspection activities, and Market 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, and to make adjustments in Market operations in view of health and safety, weather, or other concerns;
- obligations of Market participants to interact with Market Managers in a respectful and courteous way; and
- Market locations and hours, application and stall fees, required documentation, stall spaces, selling space, signage and labeling definitions, circumstances requiring the temporary closure of a market, and sampling requirements in separate exhibits at the end of the document

PCFMA's Board of Directors, Executive Director, and operations staff have final authority in interpreting and enforcing these Rules.

1.8 Standard Operating Procedures
PCFMA has full discretion to issue Standard Operating Procedures (SOPs) 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, health and safety measures (including those relating to COVID-19 or other infectious diseases), and other topics. SOPs 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 SOPs for the Markets in which they participate.

1.9 Definitions
Persons who sell products or who are otherwise admitted to participate in PCFMA 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," "authorized representative of the certified producer," and "processed agricultural products" used in these Rules have the meanings given to them in the Code or the Direct Marketing Regulations.

1.10 Rule Changes
PCFMA may from time to time revise these Rules, including the Standard Operating Procedures, at any time as provided in Section 20.6.

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 Participants 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 the Participant 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 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, including product-specific permissions, may be limited, suspended, or terminated for noncompliance with these Rules, as provided in Section 17.
- Participation privileges, including product-specific permissions, may be limited, suspended, or terminated between seasons as required to support the success of any Market.
- Any changes to participation privileges, including product-specific permissions, will be communicated in writing by PCFMA to the Participant.

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; and

- 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 a 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 for New Applicants
PCFMA's application process for new applicants involves the following steps:

- PCFMA screens submitted interest forms
- If your interest form is approved, PCFMA will request multiple paperwork items before sending the new applicant an official PCFMA application
- Once requested paperwork items are obtained by PCFMA will verify the information provided on the interest form and the paperwork to determine if applicant is qualified to sell within PCFMA's farmers' market,
- PCFMA will send the appropriate application based on what items the applicant requested to sell
- 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;

- Applicants submit to PCFMA completed application form signed by an authorized representative of the certified producer, or of the business for participants who are not certified producers;
- Applicants pay application fees as specified in the Application Fee Schedule in **Exhibit D**;
- Applicants submit to PCFMA all applicable required documents specified in **Exhibit E**;
- PCFMA will notify the applicant of final admission after submission of satisfactory documentation, and if applicable, successful completion of an on-site inspection.
- 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; and
- PCFMA reviews the application, either rejects or conditionally admits the applicant, and so notifies the applicant;

3.3 Application Process for Returning Applicants
PCFMA's application process for returning applicants involves the following steps:

- PCFMA reviews each PCFMA participant's application on an annual basis, PCFMA reserves the right to either reject or conditionally admit each applicant,
- Applicants wishing to reapply to sell within PCFMA markets must submit to PCFMA completed application form signed by an authorized representative of the certified producer, or of the business for participants who are not certified producers.
- Applicants must submit to PCFMA all applicable required documents specified in **Exhibit E**;
- Applicants must pay the application fees as specified in the Application Fee Schedule in **Exhibit D**;
- Returning applicants must submit any outstanding fees due to PCFMA
- PCFMA will notify the applicant of final admission after submission of satisfactory documentation, and if applicable, successful completion of an on-site inspection.
- 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; and
- 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.

3.4 Admissions Criteria
Admissions criteria are set out in Section 4.

3.5 Pre-Admission Inspection
PCFMA, in its sole discretion, may require new applicants who wish to sell certifiable agricultural products to complete an on-site farm inspection as provided by Section 16 before the applicant is allowed to sell in a Market. 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.

3.6 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. PCFMA does not guarantee approval of a Participant's proposed changes.

3.7 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 at a Market. Participants must receive written permission from PCFMA before they may make such changes at a Market.

(a) This rule applies to all participants including certified agricultural producers and participants other than certified agricultural producers.
(b) For certified agricultural producers, submission of an updated certified producers certificate is not sufficient to meet the requirements of this rule.
(c) 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**.
(d) Participants other than certified agricultural producers may be required to provide samples of products that they wish to sell at a Market that were not included on the Participants most recent application before offering those products at a Market.

3.8 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 for all Participants.

3.9 Probationary Period
The first day a Participant sells in a Market shall begin a 90-day Probationary Period. During the Probationary Period, PCFMA shall assess the quality of the Participant's stall setup, products, professionalism, and customer service. PCFMA reserves the right to remove a Participant from a Market during the Probationary Period for any reason. The Probationary Period shall apply to all Participants starting on that Participant's first day in a particular Market, regardless of the amount of time that the Participant has sold in other Markets. An absence of 12 or more consecutive months from a Market by a Participant shall result in a Probationary Period beginning on the Participant's first day back in a Market, regardless of the Participant's history of participation in that Market.

3.10 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;
- history of violations on record with the California Department of Food and Agriculture and other relevant state and local regulatory agencies;
- variety of products an Applicant has sold or proposes to sell at the Market(s);
- preference is given to Applicants who are current Participants and to their previous product offerings, subject to Section 4.2;
- preference is to limit the variety of products an Applicant may sell in favor of allowing more certified producers to participate in Markets;

- preference is given to certified producers who sell value-added products over non-agricultural producers offering similar products;
- preference is 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 is given to non-agricultural and artisan producers that are independent owner-operators instead of operators of a franchise business; and
- preference is 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 is given to locally grown products relative to the Market(s) in which an applicant would like to participate;
- preference is given to products appearing on a certified producer's primary certificate; and
- preference is 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; and
- 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 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; and
- 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.

4.4 Consideration of Producers Listed on Second Certificates
When a participant applies to sell product from a second certificate that was issued to a producer that is not currently participating in Markets, PCFMA will consider the criteria listed in Section 4.1(a) and Section 4.2 for the named producer as though the named producer were an applicant. The producer whose products are listed on the second certificate will be considered using all criteria from Section 4.1 that may apply. This may include but is not limited to references from other market operators, history of violations on record with county and state regulatory agencies, quality of product, and adherence to these Rules and applicable laws. PCFMA may determine it will not admit an applicant based upon the review of the second certificate producer.

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 comply with Sections 11.09 and 13.06, and 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 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 comply with Sections 11.10 and 13.07, and 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 wishing to sell products as organic must submit to PCFMA certifications and registrations as required in **Exhibit E**. If such certification or registration is cancelled or withdrawn, the Participant must inform PCFMA within 10 days. 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) or intended for external use (such as soap, shampoo, conditioner, lotion, salves or similar products) containing CBD harvested from or derived from hemp may not be sold in a Market. This includes both hemp as seeds, seedlings or nursery stock as well as raw, unadulterated products containing CBD 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. Markets and 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 a Market they oversee, determining the products that may be sold, making Market closure and adjustment decisions as described in Section 6.7, overseeing setup and cleanup, making stall assignments, collecting fees, and handling disagreements. A Participant who disagrees with a decision of a Market Manager may appeal that decision per Section 6.8 of these Rules and Regulations.

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 any or all 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, emergency or temporary orders issued by relevant regulatory agencies, public health orders and guidelines, 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 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**.

6.5 Rain or Shine
Markets operate rain or shine, meaning that Participants must participate in Markets for which they have reservations, irrespective of weather.

6.6 Market Adjustment due to Weather or Other Conditions
As provided in **Exhibit B**, Market Managers have full discretion to (a) evaluate whether poor weather, air quality, protests, or other factors or conditions in the area should result in a change in Market operations and (b) adjust Market operations, including, without limitation:

- cancelling a Market;
- changing setup procedures;
- changing stall locations;
- prohibiting use of tents;
- adjusting departure procedures;
- evacuating the Market;
- opening the Market at a different time; and
- closing the Market early.

Participants will comply with all such Market Manager decisions. If PCFMA decides in advance not to operate a Market, PCFMA will use reasonable efforts to notify relevant Participants as promptly as possible. For clarity, if PCFMA cancels a Market, Participants may not set up and sell at the Market location.

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

6.8 Appeals of Market Manager Decisions
Participants who disagree with a Market Manager concerning a Market Manager's decision concerning stall space assignments, products that may be sold, Market closure and adjustment decisions as described in Section 6.7, setup and cleanup, and other matters are encouraged to explain their position to the Market Manager and suggest an alternative. If the Participant is not satisfied with the decision of the Market Manager, the Participant may appeal that decision per Section 17.11 of these Rules and Regulations.

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.

(a) Any Participant whose participation is based upon the seasonality of their product must communicate with Market Manager(s) in advance of starting a Market for the season or pausing or ending participation in a Market.
(b) Any Participant who wishes to establish an alternative schedule of participation, such as every-other-week, must request the alternate schedule in writing in advance. Approval of any alternate attendance schedule will be considered on a case-by-case basis at the discretion of PCFMA. Failure to communicate such requests in a timely manner may result in disciplinary action outlined under Section 7.4 or Section 17.6.

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 17.6.

7.3 Cancellations
If a Participant is unable to participate in a Market for any reason, that Participant must notify PCFMA of the cancellation either in person at the Market one week in advance, or in writing at least 48 hours prior to the opening of the Market,

(a) A Participant that cancels a Market stall reservation with less than 48 hours notice will incur stall fee charges as though the Participant had been present.
(b) Cancellations in excess of three in any 90-day period will require payment of stall fee charges as outlined in 7.3(a).
(c) 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 five or more times in any 90-day period at a single Market or eight or more time in any 90-day period at any PCFMA markets.
(d) In accordance with Section 17.11, a Participant may appeal stall fee charges under Section 7.3(b) or suspensions under Section 7.3(c) in writing within 14 days of being informed of the charge or suspension.

7.4 No-Shows
A Participant who does not participate in a Market and does not cancel in compliance with Section 7.3 will incur charges stall fee charges as though the Participant were present. 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 any 90-day period. A Participant is a "no-show" if the following conditions are true:

- the Participant was authorized to sell in a Market via a Status Letter;
- the Participation was currently participating in the Market or had confirmed participation verbally or in writing;
- the Participant a did not participate in the Market; and
- the Participant did not notify PCFMA and cancel 48 hours prior to market opening.

7.5 Impact of Attendance on Future Reservations
As outlined in Section 4.2, consistent attendance for prior Participants is a factor in admission to markets. Regardless of compliance with the communication requirements outlined in Sections 7.2 and 7.3, excessive absences may impact a participant's ability to participate in markets in subsequent seasons. Additionally, absences in the first three weeks or final three weeks of a seasonal market, regardless of compliance with Section 7.3, may impact a participant's ability to participate in markets in subsequent seasons.

7.6 Stall Fees
PCFMA charges all Participants daily stall fees for participation at a Market as set out in **Exhibit G** and **Exhibit H**. 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 Space assigned to the Participant, as described in Section 8.3 and 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. PCFMA has full discretion to adjust stall fee amounts on an annual basis.

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

7.8 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, Participants must pay the relevant stall and state fees before the start of the next Market day.

7.9 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. Participants must pay PCFMA the fees subject to these permits within 14 days of PCFMA informing the Participant of the fee amount.

7.10 Failure to Pay
As stated in Section 7.8, stall fee and state fees are required to be paid each Market Day. A Participant who fails to pay stall fees or state fees must pay those fees before the start of the next Market Day. If a Participant fails to do so, PCFMA may in its full discretion prohibit the Participant from participating in the Market 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.

7.11 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. For any payments, totaling $30 or more, a late fee of $25 dollars is due from participants for each 30-day period that a payment is late. A participant with an amount that is more than 30 days past due may be subject to suspension from Markets as of the first day of the following month. Late fees will not be assigned to financial transactions related to scrip reimbursements.

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, marketing considerations, and health and safety principles, including those related to COVID-19 or other infectious diseases, as set out in Sections 13.9, 13.10 and 13.11.

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, at relevant Markets, define areas for Wine Sellers and Beer Sellers as provided under state law.

8.3 Description of Selling Space
PCFMA will use reasonable efforts to provide Participant with Selling Space consisting of one or more stall spaces of approximately 10 feet by 10 feet. PCFMA cannot guarantee any Participant a stall space of these exact dimensions. The Market Manager has full discretion to determine the placement, size and orientation of a Participant's Selling Space.

(a) "Selling space" is defined as any physical space in which a Participant displays product for sale to the public (including CSA boxes or other order pickups), uses to conduct business with the public (including the space used for a scale or cash box or to distribute product samples to customers), 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 and can include uncovered space adjacent to a tent that a Participant is using for these purposes.
(b) As depicted in Exhibit I**, Example 1 and 2**, a Participant's Selling Space may not exceed six 10x10 stalls if in a 3x2 configuration or three 10x10 stalls in a 3x1 configuration. If a Participant occupies the maximum amount of stall space then the Selling Space of that Participant may not extend beyond those stalls, including any space or tables a Participant uses to sample their product to customers.
(c) Participants' shade coverings that protect back stock or that provide shade for products within the Selling Space but that do not have products for sale directly under them, are generally not considered part of the Selling Space.
(d) As depicted in Exhibit I, Example 3, Any area containing cooking equipment such as grills, flat-top griddles, kettles, burners, deep fryers, smokers, or similar appliances, positioned beside a Participant's booth, is considered part of the Selling Space if it is used to prepare or serve food for sale or if customers can access or occupy the area while purchasing or receiving food. Additional stall fees will apply when such equipment occupies space that could otherwise be assigned to another vendor.
(e) Exceptions to the Stall Space limitations may only be authorized by a PCFMA Regional Manager or the PCFMA Director of Operations.

8.4 Assignment of Stall Space
When assigning stall spaces, Market Managers may consider multiple factors including, without limitation, 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; and
- requirements of state codes and regulations concerning separation between agricultural and non-agricultural producers.

8.5 Selling Space Reassignment
Participants' Selling Space location is not permanent. The Market Manager may reassign space locations or alter the placement, size and orientation of Selling Space 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 to a Market within a specified time frame as described in Sections 8.7(a) and 8.7(b). Market Managers have full discretion to vary arrival times based on local site conditions and regulations.

(a) Late Arrival
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 Selling Space, require the Participant to off-load their products in or outside the Market, and/or revoke the Participant's Selling Space reservation for up to two weeks.

(b) Early Arrival
Unless otherwise directed by an onsite Market Manager or detailed in the Standard Operating Procedures for a farmers market, no Participant may set up their stall more than two hours prior to the start of a Market day. Participants who set up more than two hours prior to the start of a Market day may be subject to fines, suspension, or other disciplinary action.

(c) Equipment Drop Off
Unless otherwise stated in the Standard Operating Procedures for a farmers market, participants who drop off product or equipment more than two hours prior to the start of a Market day may do so only if the following conditions are met:

- all items are dropped off as close to the Participant's assigned Stall Space as possible;
- items are as compact as possible;
- the Participant is responsible for moving items if they were dropped in the wrong spot; and
- all items are within a parking space without extending into the street or on a sidewalk while leaving at least four feet of clearance for pedestrians.

  PCFMA is not liable for theft or damage to product, equipment or other items. Ongoing problems with equipment drop offs may result in any or all disciplinary action under Section 17.

8.8 Parking and Vehicles
The Market Manager has final authority over all parking assignments, vehicle access, loading procedures, and traffic control. These decisions are made to promote the safe, efficient, and equitable operation of the Market and are final. Failure to comply with parking assignments, vehicle relocation requests, or trailer requirements

may result in denial of on-site parking privileges, suspension from participation for that Market Day, or other disciplinary action as provided in section 17 of these rules and regulations.

Vehicle movement during Market operating hours is prohibited unless specifically authorized by the Market Manager. Any vehicle, trailer, or equipment that creates a safety hazard, interferes with Market operations, or is parked contrary to Market Manager direction must be moved immediately upon request.

Participants' vehicles, trailers, canopies, displays, merchandise, scales, tables, chairs, signage, generators, coolers, and all other equipment must remain entirely within their assigned space. No portion of a Participant's vehicle or setup may obstruct fire lanes, emergency access routes, ADA access paths, crosswalks, consumer walkways, traffic lanes, neighboring vendor spaces, or any other area designated by the Market Manager.

Participants choosing to bring both a tow vehicle (truck, van, or similar vehicle) and a trailer acknowledge that only one vehicles is permitted to remain in the designated market area, if on-site parking is available.

Participants may be required to:

(a) Operate without on-site vehicle parking if no suitable parking is available.
(b) Park in a location designated by the Market Manager.
(c) Unload merchandise in a designated loading area and relocate their vehicle to an off-site parking location.

Parking assignments are determined solely at the discretion of the Market Manager based on the operational, safety, and logistical needs of each Market. Parking availability may vary from week to week and may change without prior notice due to construction, special events, emergency access requirements, site configuration, weather conditions, or other operational needs.

The availability of on-site vendor parking is a courtesy provided by Market Management when space and site conditions permit. Participation in the Market does not include or guarantee the right to park a vehicle on-site. Acceptance into a Market or assignment of a booth space does not create any entitlement to on-site parking.

8.9 Stall and Shelter Setup
Participants must stabilize all tables, tents, umbrellas, tarps, and products on display. Participants are also responsible for securing tents, umbrellas, and tarps 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. The stall space must be continually cleared of trimmings, debris, and rubbish of any type. Stall setup, signage, product back stock, 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 clearly marked 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 signage or marketing materials unless the manner of production is consistent with the definitions set out in Exhibit J.

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 conspicuously 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 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.

9.9 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."

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

9.11 Prices
Participants must conspicuously post a clearly marked and legible price per unit for each product available for sale. Posted prices must comply with Section 12.1 and remain clearly visible to consumers for the duration of the Market day.

9.12 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.

9.13 Signage Outside of Assigned Selling Space
Participants may only post signage outside of their assigned selling space within the Market or its immediate area with the permission of the Market Manager.

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 clearly and conspicuously 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. Participants must also comply with all California regulations concerning quality dates, safety dates, and sell-by dates.

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.

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 3.6 and 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. Stall staff must comply with all relevant health and safety protocols, including those related to COVID-19 or other infectious diseases as set out in Sections 13.9 – 13.11.

11.6 Food Service Ware
Producers must comply with these Rules and any state, county and city regulations on food-service ware.

(a) Disposable food service ware made from expanded polystyrene (EPS), commonly referred to as Styrofoam, is prohibited at any PCFMA market.
(b) Food service ware includes, but is not limited to cups, plates, bowls, clamshells, trays, utensils, and straws.
(c) Failure to comply may result in corrective action, including removal of non-compliant items from use, issuance of a rules violation, or suspension from the market.

11.7 Restrictions Within Stall Space
In operating their stalls, participants must:

- conduct all promotions and sales within the Selling Space 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; and
- 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.

11.8 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.

11.9 Grape and Non-Grape Wine Sales
All wine sales will be subject to PCFMA's prior authorization. Wine sales are not permitted at all Markets. When authorized, wine Sellers must sell and operate in compliance with applicable law.

11.10 Beer Sales
All beer sales will be subject to PCFMA's prior authorization. Beer sales are not permitted at all Markets. When authorized, beer Sellers must sell and operate in compliance with applicable law.

11.11 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.

11.12 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.

11.13 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; and
- 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.

11.14 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. Prices must remain clearly legible and visible to consumers for the duration of the 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 PCFMA-issued Carrot Cash, Market Money ("Market Money"), WIC, CalFresh, Supplemental Nutrition Assistance Program, Electronic Benefit Transfer ("EBT"), Market Match, and any coupons, scrip, or benefits 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. Participants who choose not to accept cash from customers must still accept PCFMA-issued scrip and may use this scrip to pay funds owed to PCFMA or request a reimbursement.

12.3 Reimbursement for Market Money and Program Scrip
PCFMA will reimburse Participants 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. The value of this scrip will be applied to amounts owed to PCFMA by the Participant including, but not limited to stall fees, no show fees, fines and penalties. For any excess scrip/and or coupons remaining after the value of scrip is applied to amounts owed, PCFMA will reimburse Participants with a check or electronic payment issued to specified account holder or an approved recipient authorized by the Participant. In case of a dispute concerning the amount of scrip provided by the Participant and the amount reimbursed by PCFMA, the dispute will be handled in compliance with the dispute resolution process detailed in **Exhibit L**.

12.4 Accuracy of Producer Contact Information
It is the responsibility of each Participant to provide PCFMA with up-to-date contact information including, but not limited to, mailing address, telephone number, email address, and mobile phone number. If a Participant fails to provide PCFMA with updated contact information in a timely manner, PCFMA is not responsible for any lapses in communication or payment that may result.

12.5 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 comply with any orders issued by regulatory agencies with jurisdiction over the Markets the Participant attends. 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:

- participants at Markets that occupy streets must comply with one-way traffic designations by Market Managers or within the Market's Standard Operating Procedures;
- participants may not move a vehicle within the farmers market from thirty minutes before the posted start time of the Market until five minutes after the posted end time of the Market unless otherwise directed by the Market Manager;
- the maximum speed limit within the boundaries of farmers market is 5 miles per hour at all times;
- participants who move a street closure barricade or other safety equipment to facilitate their entrance to or exit from a Market must replace the equipment to prevent unauthorized vehicles from entering the Market; and
- participants are encouraged to wear safety equipment such as reflective vests during the market setup and takedown periods, especially when lighting is poor during those periods.

13.2 Directions from Market Manager
Participants must immediately comply with the Market Manager's directions in all matters relating to health and safety.

13.3 Protection
Participants must display and store all products intended for consumption at least six inches off the ground, unless the food items are stored in a container, approved by the Market Manager, with nonpermeable base and sides and a tight-fitting lid. In addition, 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 K**. 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;
- up to three Wine Sellers may conduct an instructional tasting event each Market Day;
- 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; and
- 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 may conduct an instructional tasting event at each Market Day;
- 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; and
- 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.

13.9 Health and Safety Protocols
Participants will comply with all public health laws, orders, and guidelines, and all PCFMA requirements, relating to infectious disease protection and prevention. PCFMA may in its discretion specify requirements that go beyond binding public health directives from the government. PCFMA may implement measures including, without limitation, requiring mask-wearing, modifying stall layouts and locations, suspending sampling, and requiring pre-bagged produce. Participants acknowledge that PCFMA may revise these protocols from time to time as conditions, government requirements and guidelines, industry practices, and PCFMA policies change over time.

13.10 No Attendance
Participants may not attend a Market if they are experiencing symptoms of an infectious disease including, but not limited to, COVID-19 or cold and flu symptoms. In addition, participants may not attend a market if they, at the time, have been exposed to one or more individuals who at the time, are experiencing COVID-19 or other infectious disease symptoms or cold or flu-like symptoms.

13.11 Return to Market
Participants and staff are expected to comply with local health directives and PCFMA guidelines on appropriate protocols for returning to Markets after illness.

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. Participants may not engage in any behavior that Market Managers, in their sole discretion, consider to be disruptive or otherwise interfering with orderly Market operations. Participants may not engage in conduct that damages or could damage the reputation of Markets as a safe and welcoming place for consumers and the public.

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.

(a) Harassment under this section shall include verbal, written and online communications, including social media posts.
(b) Inappropriate content that may constitute harassment under this section includes that which threatens or encourages harm, that publicly reveals private information including but not limited to employee contact information, or that misrepresents statements or actions taken by PCFMA or its employees
(c) Participants are strongly encouraged to follow PCFMA's provided procedures for appealing a decision to which the Participant disagrees and to not engage customers or other Participants in such matters, especially while an appeal is underway.

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 12.5.

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 all 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 the Market or 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 in writing by PCFMA. Notwithstanding this restriction, “tip jars” that allow customers to leave unsolicited gratuities are allowed.

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.

14.15 Prohibited Activities
Subject to applicable law, Participants may not at Markets engage in political activities, or in efforts to coordinate action among Participants, including, without limitation, encouraging support for a particular candidate or position, seeking signatures on petitions, or distributing brochures, buttons, or other such items. Participants may post in stalls only those signs required under Section 9 of these Rules.

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 includes, 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. In addition, Participants must provide PCFMA, upon PCFMA's request, with document or records relating to an official request from a regulatory agency for these items. 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. Failure of a Participant to provide documents or updates to documents may result in disciplinary action per Section 17.

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 may conduct 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 may 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; and
- 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 an 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 a 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 or 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 or a representative of the California Department of Food and Agriculture 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; and
- 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 operators' 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; and
- 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. When deemed appropriate by PCFMA in its sole discretion, a Participant may be subject to a more significant disciplinary action before less significant disciplinary actions have been imposed (e.g., a written violation with a fine may be issued before a written warning without a fine).

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 Health and Safety Violations
PCFMA considers health and safety violations, including, without limitation, failure to comply with applicable health and safety regulations, infectious disease protocols, and Market Managers' health and safety directions, to be serious violations of these Rules. Such violations may result in more severe discipline.

17.4 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.

17.5 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.

17.6 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; and
- expulsion from all Markets.

PCFMA may take any of these actions in any order. PCFMA will use reasonable efforts to provide oral or written notice before undertaking further action, but failure to provide such notice does not preclude PCFMA from taking any form of disciplinary action. If PCFMA provides such notice, a Participant will take prompt action to respond to the notice and 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;
- may lose previous Market reservations after the suspension is lifted; and
- 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 Manager'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 Operations;
- a Participant may appeal the Director of Operation's decision by submitting a written petition to the Executive Director; and
- 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. Failure to submit an appeal on time will result in the decision being final and binding. 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, binding, and the exclusive remedy available to Participant.

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. Failure to submit an appeal on time will result in the decision being final, binding, and exclusive. 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, binding, and the exclusive remedy available to Participant.

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, and relevant Market site owners and operators (collectively, "PCFMA Parties"), 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, any claim by a consumer or other third party arising from sale and consumption by individuals of products sold by or sourced from a Participant, operation and setup by a Participant of its stall space, and actions of, interactions with, or proximity to the Participant or its staff; (b) any claims by employees, volunteers, suppliers, contractors, tax authorities, or other persons in a relationship with Participant; or (c) any violation by the Participant of its obligations under these Rules or any applicable laws or government orders including, without limitation, the Direct Marketing Regulations, the California Health and Safety Code, and directives of state and county public health officials. 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 Safety or Property
Each Participant understands that their safety is their own personal responsibility, and that PCFMA is not responsible for, and will have no liability to a Participant in respect of, either their safety or the security of their personal property, including, without limitation, cash or other property left in stalls, vehicles, and parking spaces.

19.5 No Responsibility for Conduct
Each Participant understands that PCFMA is not responsible for the conduct of other Participants, consumers, other Market visitors, or any other individuals in the area surrounding a Market location. PCFMA is not responsible for and will have no liability whatsoever to a Participant in respect of, any adverse impact on a Participant's business caused by the conduct of others, or PCFMA's application of these Rules to other Participants.

19.6 Loss or Relocation of Site
Each Participant acknowledges and understands 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 nor any other PCFMA Party will be liable for any delay in or failure of PCFMA to operate a Market or Markets or otherwise carry out its activities under this Agreement due to circumstances beyond PCFMA's control, including, without limitation, acts of God, fire, flood, earthquake, natural disaster, air quality, war, act of terrorism, civil disorder, strike or other labor dispute, governmental action, pandemic, epidemic, quarantine, recognized health threat as determined by a government authority or health agency, power failure or other interruption of public utilities, or curtailment of transportation systems (each, a "Force Majeure Event"). Should a Force Majeure Event occur, PCFMA will notify relevant Participants and will use commercially reasonable efforts to work around the Force Majeure Event and resume normal operations as soon as reasonably possible. For clarity, a Force Majeure Event will not excuse Participants from their obligations under these Rules, including, without limitation, payment obligations.

19.8 Assumption of Risk
Each Participant understands that participation in Markets has risks, including, without limitation, exposure to infectious disease through contact with others at or around the Market, security risks posed by others at or around the Market, exposure to weather, air quality and other environmental factors, and disruptions to business caused by others' conduct. With such information and awareness, each Participant knowingly, freely, and voluntarily participates in Markets and assumes and accepts the risks of all injury, illness, exposure to disease, death, property damage or loss, financial obligation, loss of business, loss of privacy, loss of reputation, and all other injuries and other consequences, whether known or unknown, whether foreseen or unforeseeable, that may result, directly or indirectly, from such Participant's presence and activities at Markets, regardless of the cause.

19.9 Liability Waiver and Release

To the fullest extent permitted by law, each Participant waives and releases each PCFMA Party from any and all liability, claims, costs, and expenses of any kind and of whatever nature which a Participant or Participant's heirs, next of kin, or legal representatives may have or which may later accrue, caused by or arising directly or indirectly from a Participant's participation, presence, and activities in Markets. This release and waiver includes, in each such case, all claims known and unknown, foreseeable and unforeseeable, regardless of the cause or whether such claims arise from tort, contract, or otherwise, and even if caused by negligence, whether passive or active, including, without limitation, claims arising from the risks set out in Section 19.8. Participants will not sue any PCFMA Parties on the basis of these waived and released claims. Participants waive the protections of Section 1542 of the California Civil Code.

19.10 Limitation of Liability

No PCFMA Party will be liable to any Participant for any incidental, special, consequential, exemplary, punitive, lost profits, loss of business, or indirect damages under any theory of liability arising out of or otherwise related to these Rules, even if such PCFMA Party has been apprised of the likelihood of such damages. PCFMA's total liability to a Participant under these Rules will in no case exceed the total fees paid by Participant to PCFMA during the current market year.

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, including, without limitation, Rules relating to health, safety, and conduct, 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 Sections 19.3, 19.7, and 19.9 – 19.10, 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 sole discretion. It will notify Participants of any changes made during a calendar year, through sending out documents in hard or soft copy or otherwise disclosing them on PCFMA's website and will provide all applicants with a copy of the current Rules during the application process. Any amendment, modification, alteration, or change must be in writing. Market Managers do not have the authority to amend the Rules.

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.

20.8 Language
PCFMA created these Rules in the English language. Any translations of the Rules into other languages are for convenience only and will have no force and effect on the legal interpretation of the Rules. If there is any conflict between the English language version of the Rules and any such translation, the English language version will prevail.

20.9 Governing Law; Jurisdiction
These Rules will be governed by California law. PCFMA and Participants consent to the exclusive jurisdiction of the state and federal courts for Concord, California.

20.10 No Presumption Against Drafter
The Rules will be construed without regard to any presumption or rule requiring construction against the party drafting the Rules.

Exhibit A
Market Days and Hours

City	Market Name	Day & Time	Open*
Alameda	Alameda Farmers' Market	Tuesday 9:00 AM to 1:00 PM	Year-Round
		Saturday 9:00 AM to 1:00 PM	Year-Round
Antioch	Kaiser Permanente Antioch Farmers' Market	Thursday 9:30 AM to 1:30 PM	Apr 1, 2027 – Nov 18, 2027
Belmont	Belmont Farmers' Market	Sunday 9:00 AM to 1:00 PM	Year-Round
Brentwood	Brentwood Farmers' Market	Saturday Apr to Oct: 8:00 AM to 12:00 PM Nov to Mar: 9:00 AM to 1:00 PM	Year-Round
Concord	Concord Farmers' Market	Tuesday 10:00 AM to 2:00 PM	Year-Round
		Thursday 4:00 PM to 8:00 PM	Jun 3, 2027 – Sep 30, 2027
Cupertino	Creekside Farmers' Market	Friday 8:00 AM to 12:00 PM	Year-Round
	De Anza College Farmers' Market	Sunday 9:00 AM to 1:00 PM	Year-Round
Danville	Danville Farmers' Market	Saturday 9:00 AM to 1:00 PM	Year-Round
Dublin	Dublin Farmers' Market	Thursday 4:00 PM to 8:00 PM	Apr 1 2027 – Sep 23 2027
	Kaiser Permanente Dublin Farmers' Market	Tuesday 10:00 AM to 2:00 PM	Apr 13 2027 – Nov 23 2027
Fremont	Irvington Farmers' Market	Sunday 9:00 AM to 2:00 PM	Year-Round
Los Altos	Downtown Los Altos Farmers' Market	Thursday 4:00 PM to 8:00 PM	May 5, 2027 – Oct 7, 2027
Martinez	Martinez Farmers' Market	Sunday 9:00 AM to 1:00 PM	Year-Round
Milpitas	Milpitas Farmers' Market	Sunday 8:00 AM to 1:00 PM	Year-Round

City	Market Name	Day & Time	Open*
Palo Alto	VA Palo Alto Farmers' Market	Wednesday 10:00 AM to 2:00 PM	May 5, 2027 –Nov 3, 2027
Pinole	Pinole Farmers' Market	Saturday 9:00 AM to 1:00 PM	Year-Round
Pleasanton	Pleasanton Farmers' Market	Saturday 9:00 AM to 1:00 PM	Year-Round
San Francisco	Castro Farmers' Market	Wednesday 3:00 PM to 7:00 PM	Mar 31, 2027 – Nov 25, 2027
	Divisadero Farmers' Market	Sunday 9:00 AM to 1:00 PM	Year-Round
	Hayes Valley Farmers Market	Saturday 9:00 AM to 2:00 PM	Year-Round
	Fillmore Farmers' Market	Saturday 9:00 AM to 1:00 PM	Year-Round
	Inner Sunset Farmers' Market	Sunday 9:00 AM to 1:00 PM	Year-Round
San Jose	Alum Rock Village Farmers' Market	Sunday 8:00 AM to 12:00 PM	Year-Round
	Berryessa Farmers' Market	Saturday 9:00 AM to 1:00 PM	Year-Round
	Evergreen Farmers' Market	Sunday 9:00 AM to 1:00 PM	Year-Round
		Wednesday 9:00 AM to 1:00 PM	Year-Round
	Kaiser Permanente San Jose Farmers' Market	Tuesday 10:00 AM to 2:00 PM	Year-Round
San Leandro	Downtown San Leandro Farmers' Market	Wednesday 3:00 PM to 7:00 PM	Apr 7, 2027 – Oct 13 2027
San Mateo	25th Avenue in San Mateo Farmers' Market	Tuesday 3:00 PM to 7:00 PM	May 4, 2027 – Oct 19, 2027
	San Mateo Farmers' Market	Saturday 9:00 AM to 1:00 PM	Year-Round
Santa Clara	Kaiser Permanente Santa Clara Farmers' Market	Friday 8:30 AM to 1:30 PM	Year-Round
Union City	Union City Farmers' Market	Saturday 8:00 AM to 12:00 PM	Year-Round

City	Market Name	Day & Time	Open*
Vallejo	Vallejo Farmers' Market	Saturday 9:00 AM to 2:00 PM	Year-Round

*Opening dates and closing dates are subject to change.

Exhibit B
Market Closure or Other Adjustment

Holidays
PCFMA may close Markets on federal, state and local holidays such as but not limited to the Fourth of July, Thanksgiving, Christmas Eve, Christmas, and New Year's Day, as well as the day before or after a holiday. PCFMA may also close individual Markets due to local holidays or events. PCFMA will seek to provide Participants with as much notice as possible of Holiday and event closures.

Health and Safety
On rare occasions, PCFMA may conclude that it is necessary to cancel a Market, or to adjust Market operations and hours, for health and safety reasons. Examples of conditions that may warrant such an action include, without limitation:

1. **Extreme Weather and Natural Disasters**

   High winds, lightning, or other extreme weather, floods, earthquakes, or other such conditions could result in a Market adjustment. For example, PCFMA staff may cancel a Market, instruct Participants to take down their tents, or close the Market early.

   PCFMA may preemptively close a Market if the weather forecast is for dangerous conditions during the market hours. Generally, dangerous conditions include rain of one-half inch per hour or more, sustained winds of 30 miles per hour or greater, sustained winds with wind gusts of 40 miles per hour or greater, or heat in excess of 102 degrees.

2. **Violence or Threats of Violence**

   If PCFMA becomes aware of a credible threat of violence that could affect a Market location during Market hours, PCFMA will seek to 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 or near the Market, PCFMA may order immediate evacuation and closure of the Market.

3. **Strikes, Rallies, and Protests**

   If PCFMA becomes aware of a strike, rally, or protest that could affect a Market, PCFMA will assess the potential impact of the event on Market operations. In some cases, PCFMA will communicate with Participants regarding whether they want to attend the Market that day in view of potential disruption. PCFMA in any case may choose to cancel the Market, adjust operating hours or other practices, or close the Market. If such events occur unexpectedly during Market hours, PCFMA may close the Market immediately.

4. **Fire, Smoke, and Other Unsafe Conditions**

   PCFMA may cancel or close a Market early if the Air Quality Index at the Market location is in, or is predicted to be in, the Very Unhealthy range (201 – 300) or Hazardous range (301 – 500) during Market hours.

   PCFMA may cancel a Market if the property owner controlling the Market site, or the city or county in which the Market is located, or local emergency services, declares a public health emergency by reason of smoke, air quality, or any other environmental reason.

   Other factors that may result in a Market cancellation or other adjustment include fire or chemical spills at or near a Market location. If such factors create an immediate danger, PCFMA may direct Participants to leave the site without first packing up.

As provided in Section 6.6, Market Managers have full discretion to (a) evaluate whether the conditions described above or other conditions should result in a change in Market operations and (b) adjust Market operations, including, without limitation, cancellation or closure. Market Managers also have full discretion in

addressing stall fee collection, no-show determination, and similar matters in view of such changes in Market operations.

Exhibit C
Second Certificates

As referenced in Section 2.10, Participants who are certified producers may not sell certifiable agricultural products produced on land controlled by a third party without a valid second certificate issued to a certified producer (Secondary Producer) who has agreed to allow their products to be sold by the Participant. Participants using second certificates must comply with the following requirements:

1. Within a calendar year, a Participant may not be represented by more than one Secondary Producer.

2. Within a calendar year, a Participant may not represent more than one Secondary Producer.

3. Each Participant's products to be sold, or offered for sale, must be separated and identifiable by the Secondary Producer's valid certified producer's certificate at the time or point of sale. The valid certificate must include the names of the certified producer growing the products and the certified producer selling the second certificate products.

4. 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.

5. The Participant must be offering for sale, at a Market on the same day, certified products which the Participant has produced itself and must comprise more than 50% of the volume of total products the Participant 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.

6. PCFMA reserves the right to restrict the sale of products in its markets (Section 2.4) and is more likely to restrict products appearing on a Second Certificate than when those products appear on a primary certificate (Section 4.1(b)).

7. PCFMA believes that the appropriate use of a Second Certificate is to add product diversity to a farmers market and discourages the use of Second Certificates when there is significant overlap between the products listed on the Second Certificate and the products listed on the Primary Certificate.

8. A Participant wishing to sell on behalf of Secondary Producer must obtain and submit to the relevant county agricultural commissioner, prior to certification, written authority to sell from the Secondary Producer.

9. Commission sales and buying and selling between certified producers is prohibited at Markets. Any payment made for the service of a Participant selling for a Secondary Producer may not be related to the volume or value of the products sold.

10. A Participant selling products at a Market on behalf of a Secondary Producer 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 Participant and Secondary Producer involved.

11. Participants selling 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**.

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

	Application submitted online with all required documentation and payment at market or by check, by December 7, 2026.	At market or by check	$225

*Participant did not sell in any PCFMA market in previous two seasons

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.

All Products	• certificate of general liability insurance within minimum coverage of $1,000,000 which names PCFMA as an additional insured
Taxable Products	• 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
Certified Agricultural Products	• 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 • 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 • lease or sharecropping agreements for land on which the producer's certified agricultural products are grown, if applicable upon request
Processed Agricultural Products	• 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 • 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
Non-Agricultural Products	• 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 • if selling a processed food product for which all preparation is done at the Market, a heath permit issued by the county for the commissary in which the food and equipment is stored outside of market hours • any additional certifications and/or permits required by the local jurisdiction of the Markets in which the applicant seeks to sell non-agricultural products • A menu showcasing products wishing to sell within the market that includes prices
Organic Products	• certificate of organic registration from the California Department of Food and Agriculture Organic Program, if applicable • 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

Meat	• certification that all livestock is slaughtered in USDA-inspected facilities in accordance with federal law, or that a statutory exemption applies • certification that all packaged meat products are processed and packaged in USDA-approved facilities • certification that all meat products are routinely stored in USDA-approved storage facilities prior to sale
Fish	• commercial fish business license, fisherman's retail license, or fish receiver's license • shellfish handling permit or shellfish growing permit if selling shellfish • landing, transfer, producer, or wholesaler receipts and/or invoices upon request

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 by 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.

Tier assignments for specific markets are listed in Exhibit H.

	Season	**Tier 1**	**Tier 2**	**Tier 3**
Agricultural	Winter	$34	$48	$52
	Summer	$46	$58	$66
Second Certificates		+$35 per market day		
Non-Agricultural, Prepackaged	Winter	$49	$64	$68
	Summer	$61	$74	$81
Non-Agricultural, On-Site Processing*	Winter	$58	$70	$78
	Summer	$62	$74	$86
Food Truck/ Trailer**	Winter	$70	$80	$90
	Summer	$80	$100	$120
Artisans	Winter	$34	$48	
	Summer	$46	$58	

*Generally, Non-Agricultural, On-Site Processing Participants are those processing food on-site, in the Market, with the use of a heat source such as LP gas, charcoal, or wood fires.

**A food truck or trailer is defined as a self-contained vehicle that is permitted as a mobile food facility and operates without the use of a tent for its setup within the farmers’ market. Food trucks exceeding sixteen (16) feet in length may be subject to an additional fee.

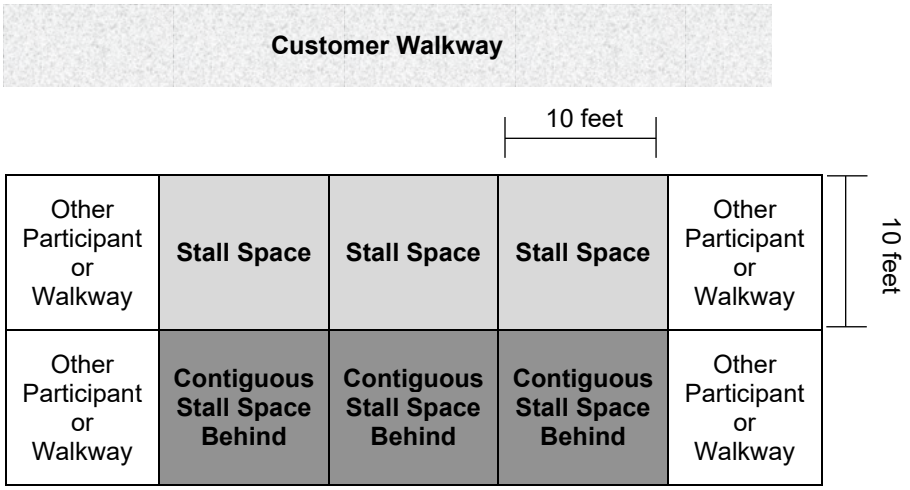
Exhibit H
Stall Fee Tiers

Market	Day	Agricultural	Non-Agricultural, Pre-Packaged	Non-Agricultural, On-Site Processing	Food Truck or Trailer	Artisan
25th Avenue San Mateo CFM	Tuesday	2	2	2	1	2
Alameda CFM	Saturday	2	2	2	1	2
	Tuesday	2	2	2	1	2
Alum Rock Village CFM	Sunday	2	1	1	1	2
Belmont CFM	Sunday	2	2	2	1	2
Berryessa CFM	Saturday	2	1	1	1	2
Brentwood CFM	Saturday	3	3	3	2	2
Castro CFM	Wednesday	2	2	2	1	2
Concord CFM	Thursday	2	2	3	2	2
	Tuesday	2	2	2	1	2
Creekside CFM	Friday	2	1	1	1	2
Danville CFM	Saturday	2	2	2	1	2
De Anza College CFM	Sunday	3	2	2	1	2
Divisadero CFM	Sunday	2	2	2	1	2
Downtown Alameda CFM	Thursday	2	2	2	1	2
Downtown Los Altos CFM	Thursday	3	3	3	2	2
Downtown San Leandro CFM	Wednesday	2	2	2	1	2
Dublin CFM	Thursday	2	2	3	2	2
Evergreen CFM	Sunday	3	2	2	1	2
	Wednesday	2	1	1	1	2
Fillmore CFM	Saturday	2	1	1	1	2
Hayes Valley CFM	Saturday	2	2	2	1	2
Inner Sunset CFM	Sunday	2	2	2	1	2
Irvington CFM	Sunday	3	2	2	1	2

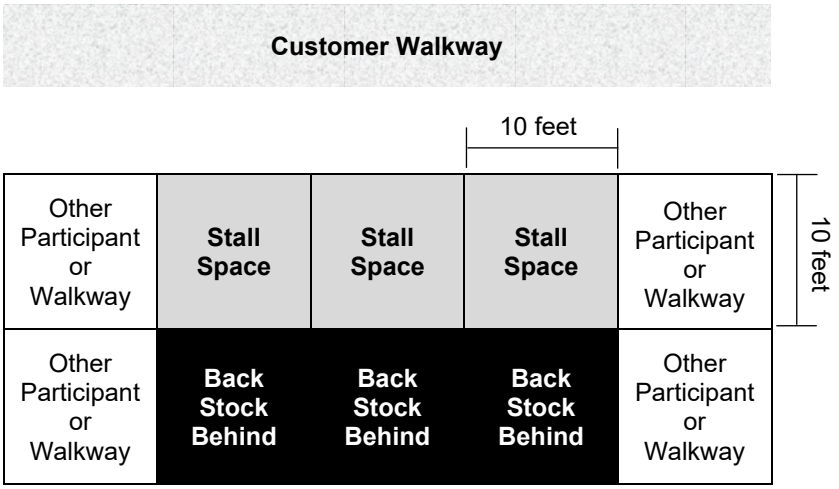
Market	Day	Agricultural	Non-Agricultural, Pre-Packaged	Non-Agricultural, On-Site Processing	Food Truck or Trailer	Artisan
Kaiser Permanente Antioch CFM	Thursday	1	1	1	1	1
Kaiser Permanente Dublin CFM	Tuesday	1	1	1	1	1
Kaiser Permanente Santa Clara CFM	Friday	1	1	2	1	1
Kaiser Permanente San Jose	Tuesday	1	1	1	1	1
Martinez CFM	Sunday	3	3	3	2	2
Milpitas CFM	Sunday	3	2	3	1	2
Pinole CFM	Saturday	2	2	2	1	2
Pleasanton CFM	Saturday	3	3	3	2	2
San Mateo CFM	Saturday	3	3	3	2	2
Union City CFM	Saturday	2	1	2	1	2
Vallejo CFM	Saturday	3	3	3	2	2
VA Palo Alto CFM	Wednesday	1	2	2	1	1

Exhibit I
Participant Stall and Selling Space Diagram

Example 1: 3 x 2 Configuration



Example 2: 3 x 1 Configuration



Explanation

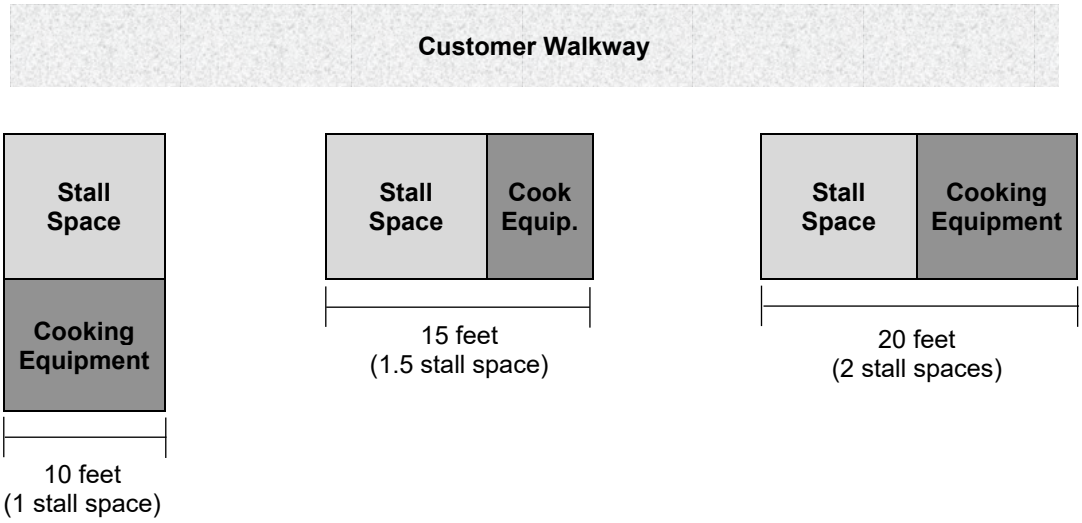
As set forth in Sections 7.6 and 8.3, all stalls are generally 10 feet by 10 feet (100 square feet). Participants are charged for stall spaces that are a part of the Selling Space where products are offered for sale, that customers occupy when selecting or purchasing products, or where samples are offered to customers. Stalls do not need to be covered to be considered part of the Selling Space of a Participant.

Participants may have no more than three contiguous stall spaces along the customer walkway (light gray above in Examples 1 and 2). With the permission of the Market Manager, a Participant may also have up to three stall spaces behind (dark gray above in Example 1 and black above in Example 2) if the Participant has no more than three contiguous stall spaces along the customer walkway. If the stall spaces behind (dark gray above in Example 1) includes product for sale or a space where transactions occur, such as a table with scale or cash box, then the area would be considered part of the Selling Space. In no case may a Participant occupy more than a total of 6 spaces or 600 square feet of Selling Space.

Stall spaces that store back stock but are not accessible to customers, would not be considered part of the Selling Space (black above in Example 2).

"Other Participant" spaces (white above in Examples 1 and 2) indicate another Participant's stall space.

Example 3: Non-Agricultural, On-Site Processing Cooking Equipment



Explanation: Cooking Equipment Set-Up

As set forth in Sections 7.6 and 8.3, Participants who use cooking equipment as part of their operations must follow specific space and fee guidelines. Cooking equipment may be placed behind the selling booth or next to the selling booth, with or without canopy cover.

When cooking equipment is placed behind the booth in an area that is not suitable for Selling Space and is not accessible to customers, no additional stall fee will be charged. However, if cooking equipment is placed next to the selling booth in an area that could otherwise be sold as vendor space, an additional stall fee will apply based on the width of the space used: five (5) feet of space will be charged at one-half (½) of the regular stall fee, and ten (10) feet of space will be charged at one (1) full stall fee.

Cooking equipment areas that are purely for preparation and not accessible to customers are not considered part of the Selling Space, provided they remain behind the booth. In all cases, the total combined Selling Space, including any fee-assessed cooking area next to the booth, may not exceed the maximum stall limitations described in Sections 7.6 and 8.3.

Cooking equipment includes, but is not limited to, propane or charcoal grills, flat-top griddles, portable gas burners, popcorn kettles, deep fryers, smokers, pizza ovens, rotisserie set-ups, and other cooking appliances used to prepare food on-site.

Exhibit J
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 K
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. Setup a sample preparation center and utensil cleaning station in accordance with state and local regulations, including a hand washing station, before preparing any samples.

2. Wash their hands using an approved wash station before preparing samples.

3. Wash and clean all produce intended for sampling.

4. Distribute samples in a manner that precludes the possibility of a consumer touching the remaining samples.

5. Ensure that samples are secure and cannot be accessed by customers when not actively providing samples to customers.

6. Use toothpicks, tongs or disposable utensils to distribute the samples.

7. Keep samples in clean, non-absorbent covered containers.

8. Ensure any trimming of produce or preparation of produce for sampling be done so that trimmings fall into a waste container.

9. 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.

10. Dispose of pits, peels, and rubbish in leak-proof garbage receptacles with close-fitting lids.

11. Use clean, disposable plastic gloves when preparing product for samples.

12. Wash and sanitize utensils and cutting surfaces.

13. Ensure cutting surfaces are smooth, non-absorbent, and easily cleanable.

14. Provide a trash receptacle for public use.

15. Distribute samples only within the Participant’s assigned selling area, except as specifically authorized by the Market Manager.

Exhibit L
Financial Dispute Resolution

PCFMA's financial dispute resolution policy applies to disputes regarding the amount due from participants, paid by participants, due from PCFMA, or paid by PCFMA. It does not apply to disputes over fines or penalties, other than whether or not the fines and penalties have been paid. Appeals of disciplinary actions, including the appropriateness of a fine or penalty are covered by section 17.11.

Participants should inform PCFMA in writing of a financial dispute within 10 days of receipt of a check, electronic payment, or invoice they wish to dispute. Participants are encouraged to submit copies of financial records such as receipts, checks, invoices or other documentation that explain the dispute. Participants should not send original copies of financial documents.

PCFMA will respond to financial disputes from participants within 10 days.

Generally, amounts due from participants are considered late at 30 days. Time after a financial dispute has been filed and while a dispute in under investigation will not count towards this 30-day period.