

**Manhattan Beach Certified Farmers' Market**  
**Rules & Regulations**

**Hours:**

Tuesdays, year-round, rain or shine (except for major holidays)

Winter: Noon to 4:00 p.m.

Summer (Memorial Day through Labor Day): Noon to 5 p.m.

**Location:**

13<sup>th</sup> Street between Valley and Morningside Drives (behind the Shade hotel)

Manhattan Beach, CA 90266

**Office:**

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## I. TYPE OF MARKET

The Manhattan Beach Certified Farmers' Market ("Market") is a Certified Farmers' Market, certified by the Los Angeles County Agricultural Commissioner as a direct marketing outlet for California Certified Producers. It is operated in accordance with regulations established in the California Code of Regulations (formerly California Administrative Code) (Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5, § 1392) pertaining to Direct Marketing. This Market and all who participate in it are subject to all applicable federal, state, county and City statutes, rules, regulations, ordinances and orders. All participating producers are expected to be familiar with the provisions of the Direct Marketing Regulations referenced above.

## II. GOVERNANCE

The Manhattan Beach Certified Farmers' Market is managed, operated and controlled by the Downtown Manhattan Beach Business and Professional Association ("DMBBPA"), a nonprofit organization.

The Market Manager, designated by the DMBBPA Board of Directors, is responsible for making, implementing and enforcing all policy decisions in a fair and equitable manner. The Market Manager may at any time, amend, delete or modify the following Market rules and policies.

Any approved Vendor or applicant aggrieved by the action of the Market Manager or other designated agent can appeal to the DMBBPA Board of Directors whose decision is final (see section on Due Process).

## III. ADMISSIBLE VENDORS & PRODUCTS

**Please note: crafts vendors and vendors selling non-food items are not admissible at the Market.** *Manhattan Beach businesses and qualifying nonprofit organizations may apply for an Exhibitor space (no sales allowed) at the Market (see section on Nonprofits and Local Businesses later in this document).*

Admissible vendors and products fall in the following categories. Qualifying to sell at the Market does not automatically ensure admission in the Market. Admissible vendors must apply to sell at the Market and be approved by the Market Manager to do so before they are authorized to sell at the Market.

1. **AGRICULTURAL PRODUCERS** – They are those producing and selling the following:
  - a. Certifiable agricultural products – These are fresh fruits and vegetables, nuts in the shell, honey, eggs, nursery stock, and cut flowers, which have been produced or grown on property controlled by the producer, as is certified under the jurisdiction of the producer's County Agricultural Commissioner and evidenced by a current Certified Producer's Certificate.
  - b. Non-Certifiable Agricultural Products – These include dried fruits and vegetables, processed nuts, juices, jams & jellies, pickled or smoked agricultural products, live animals (poultry, livestock...) and their products, including jerky, fish or seafood from controlled ponds (aquaculture), viticulture and vermiculture, beneficial insects, earthworms. These products may be dried, ground, roasted, juiced, smoked or otherwise altered in a one-stage process by a second party. Products in this category must have been grown, bred, raised, cultivated or collected upon land, which the producer controls. Appropriate proof of producership must be produced.

The ingredients in the non-certified agricultural products must be of the certified producer's own production. The ingredients may be in a solution such as brine or vinegar, but if olive oil is used, olives must be on the Certified Producers Certificate. Likewise, for example, salt may be added to shelled nut, and sugar to fresh fruits.

The degree of processing or alteration is a factor in determining if a product qualifies as a non-certified agricultural product. For example, a certified producer cannot sell a creamy salad

dressing, simply because onions and dill are on his or her certificate. The non-certifiable agricultural product cannot go beyond simple processing and/or contain ingredients which are not of the Certified Producer's own production. Chocolate or yogurt covered nuts or raisins, according to the CDFA, may only be sold in the non-certified portion of the market.

Canned foods are permitted if processed in an approved facility.

- c. Second Certificates will be permitted but must be approved by the Market Manager before they are allowed in the Market. *Second Certificates do not accrue seniority*. Second Certificate will be given notice of one year's selling season if their product is no longer needed at the Market.
2. **PREPARED & COOKED FOOD VENDORS** are those who sell products, which they have cooked, canned, preserved or otherwise treated and are doing so with the proper business license and health permit. These products may not compete with products made by farmers from their own products. Prepared foods producers may also sell ethnic or specialty hot foods, which they prepare in a licensed kitchen and/or at their Market space. Preference will be given to vendors using ingredients grown and produced in California.
3. **COMMERCIAL SELLERS** – include anyone selling fresh or canned fish, fresh or frozen beef, or cheese that are not of their own production, provided they do not compete with existing agricultural producers. Preference will be given to products produced in California by artisans or small businesses.

**NOTE:** Unless a specific term is used (i.e. Certified Producer), the term "Vendor", as used in the Market Rules, shall include Certified Producers, prepared and cooked food vendors, commercial sellers and any other organization operating under the jurisdiction of the Market.

#### IV. VENDOR APPLICATION & PRODUCT ADMISSION

1. **APPLICATION** - Every prospective vendor must complete an application to sell. All items intended for sale shall be listed on the application and only those items approved for sale will be allowed to be sold. The application must be submitted to and approved by the Market Manager prior to the seller being able to sell at the Market. Note: vendors already selling at the market that wish to add new products to the approved list must first secure approval by the Market Manager prior to offering these for sale.

The completed application packet shall include:

- a. The completed application
  - b. Copies of all appropriate certificates and permits
  - c. The signed Market rules (last page only)
  - d. The Market Manager may request product samples in order to evaluate quality.
2. **ADMISSION** - Producers and products admission to the market will be at the discretion of the Market Manager. In his/her decision, the Market Manager will take into account:
    - a. Vendor's positive or negative history of the compliance with state, local government and Market Rules & Regulations.
    - b. Vendor's history of market participation. When practical, significant weight, priority, and preference should be given to vendors returning from previous seasons.
    - c. The market commodity mix and consumer demand as determined by the Market Manager.
    - d. The competitive availability and number of sellers of vendor's product present within the Market. If practical, monopolies and surfeits (gluts) should be avoided.

- e. The prices, quality and freshness of the products offered to the public by the seller.
- f. The number of unreserved spaces and other limitations of the Market.

**Only vendors who have produced all requested documents and have been approved to sell by the Market Manager may sell at the Market. They are referred to as “approved vendors”.**

**CHANGE OF OWNERSHIP** - Change of business ownership requires submission of a new application to the Market Manager, which will be processed as a new admission. The transfer or change of ownership does not grant or guarantee the new owner the same admission or current stall space assignment as the previous owner.

## V. FEES & LOAD LIST

1. **FEES** - Stall fees are as follows:

- Agricultural producers: 6% of gross sales for that Market day. All Producers must pay \$.60 per load sheet. The \$.60 is collected for the California Department of Food and Agriculture in accordance with Title 3, California Code of Regulations, Section 1392.8.1.
- Prepared & Cooked Food vendors: 10% of gross sales for that Market day.
- Commercial Sellers: 10% of gross sales for that Market day.

*The Market is open rain or shine!* Stall fees may be waived by the Market Manager if weather prevents sales activities from taking place for more than one half of the Market hours.

2. **FEE REMITTANCE** - Stall fees are to be remitted to the Market Manager or designated person at the end of each Market day no earlier than market close (unless the vendor has sold out) and no later than 30 minutes after market close. Vendors must come in person to remit their load sheet and pay their fee, and they must wait that their fee and payment have been double-checked before they may leave the manager's table. Rounding off of gross sales is acceptable only to the nearest dollar. Stall fees must be rounded off to the nearest dollar (the market does not take coins).
3. **LOAD LIST** - Vendors in all categories are responsible for completely filling out the load list and paying the fee at the end of Market day. All load lists must list commodities sold, commodity unit price and accurate gross income per commodity.

## VI. RESERVATIONS & CANCELLATIONS

1. **RESERVATIONS** - advance stall space reservation is required and must be made by the Vendor directly to Market Management. Vendors wishing to retain their selling space the following week must indicate so in the Load List.
2. **CANCELLATIONS** - should be made at least one week in advance in consideration of the Market's desire to present a filled marketplace for shoppers. Vendors who are not able to attend the market for whatever reason (including rain or truck breakdown on route to Market) must notify the Market Manager immediately so that their selling space may be filled, and to confirm a selling space for the following week. **Vendors who fail to show up at the market repeatedly and/or without notice or follow up, and regardless of the reason may forfeit their right to sell at the Market.**

## VII. STALL ASSIGNMENT & SET UP

1. **STALL ASSIGNMENT** - The vendor's location, space size and other considerations are at the Market Manager's discretion, based on the vendor's customer relationships, the product mix, customer flow, promotion, security and other considerations.

All space is provided as a privilege; no vendor shall be able to sell his/her market space to another vendor or to another individual/entity to whom they transfer their business.

Final decision for space assignment and location rests with the Market Manager. Every effort is made to assign permanent space locations to Market participants, whether participation is seasonal or year round. This ensures continuity, which is beneficial to the participant and to the overall operation of the Market. However, occasionally changes must be made in space assignment, which are unavoidable. Such decisions are made at the Manager's discretion for the benefit of overall Market operations and may consist of, but are not limited to the following criteria:

- to alleviate chronic overcrowding,
- to make better use of the space available,
- to clear the area around fire hydrants, and
- to fill empty spaces.

## 2. STALL SET UP & BREAK DOWN

- Set Up Times - Vendors may start setting up no earlier than 9:30 am, and later if directed by the Manager. Vendors located on the sides must have their vehicle parked or vacated from the Market no later than 10:30 am. Vendors located in the center aisle must set up no earlier than 10:30 am and must have their vehicle vacated from the Market by no later than 11 am. Vendors need to offload, park their vehicle, and then set up so as to allow other vendors' vehicles to move about.
- Offloading - Vendors arriving later than 10:25 am (sides) or 10:55 am (center aisle) will need to offload from Morningside Drive, outside the Market. Stopping or offloading from Valley Drive is expressly forbidden by the Manhattan Beach Police Department.
- Late Arrival - If the vendor has not arrived 30 minutes before Market, the Manager may release reserved space to another. Vendors arriving after market opening must get the Manager's approval before offloading. Vendors arriving late for set up may forfeit their right to sell at the Market that day. Repeat late arrival may forfeit the vendor's right to sell at the Market.
- Break Down – Vendors must be able to conduct a sale until the Market closes. Vendor sign and product prices must remain until closing. Vendors may only break down prior to closing those tables that are no longer used because the product is sold out.
- Customer Safety – As per strict requirement from the Manhattan Beach Police Department, in the morning, customers are not allowed in the Market until all vendor vehicles have vacated the Market AND the Market Manager has signaled it is OK for customers to come in. Conversely, at closing time, vendor vehicles are not allowed in the Market until all customers have vacated the Market AND the Manager has signaled it is OK for vehicles to come in.

## 3. STALL APPEARANCE & PRODUCT DISPLAY - Vendors must provide their own tables and canopies. Umbrellas and peaked canopies are encouraged. Tarps are not allowed.

Stalls and product display must enhance the customer's experience and perception of the vendor and Market. Stands shall be set up in a neat and professional manner. In an effort to increase sales, the manager may suggest alternative displays to improve individual and overall appearance.

Vendor will ensure no spoiled product is on display and that shade is provided for all perishable products.

## VIII. PERMITS, LICENSES & DOCUMENTATION

All vendors must comply with all applicable Federal, State and local laws, ordinances and regulations and obtain all necessary permits. All certified and non-certified agricultural products sales shall be in

conformity with the current State Direct Marketing Regulations for Certified Producers (California Code of Regulations Title 3, § 1392.) *Commission sales are not allowed.*

1. **CERTIFIED PRODUCERS** (fresh fruits & vegetables, eggs, honey, nuts in the shell, nursery stock & cut flowers)
  - All Certified Producers:
    - The last page of the Market rules (*Hold Harmless*) signed by the Certified Producer named on the Certified Producer Certificate.
    - A current *Certified Producer's Certificate* listing those commodities (certifiable & non-certifiable) the Producer is offering for sale. Please mark on the certificate those products, which you will bring to the market and the months during which you will sell them, if they are different from the harvest months.
    - An *Employee Authorization Letter*, using the County of Los Angeles Agricultural Commissioner's form, signed by the Producer, naming each employee and family member that may sell for the Producer. Family members must also be listed with an indication of their relationship to the owner. Records showing proof of employment (e.g. W-2 form, pay stubs) must be submitted to the Market Manager upon request. No commission sales are allowed.
  - Second Certificate: If the producer sells the produce of a Second Certificate, each certificate must be referenced on the other producer's Certificate. If a second certificate Producer is unable to verify his/her sales on any Market day, he/she will not be permitted to participate in the Market.
  - Non-certifiable / one-stage processed agricultural products (jam, juice, dried fruits...): *Health permits.*
  - Non-Certifiable Agricultural Products such as live animals, livestock, aquaculture, viticulture and vermiculture: *Proof of Producership.* Producers may be asked to produce documentation or verification related to their production. Verification may involve a site visit to place of business with due notice (24 hours) by the Market Manager or an agent of the DMBBPA to verify rule compliance.
  - Nursery Stock: a *Nursery Stock License* (cut flowers are exempt).
  - Cut Flowers: a *Seller's Permit* from the Board of Equalization (BOE).
  - Avocados: a *Certificate of Exemption* from the Avocado Inspection Program, 326 State Place, Escondido, CA 92029. Phone: (760) 747-4712.
  - Organic Products: the *Organic Certification* as per the National Organic Program and the California Organic Product Act of 2003 and their *Organic Registration* (yearly).
  - No Pesticide or No Chemicals Claims: an *Applications Use Form* (see section X.4).
2. **PREPARED & COOKED FOODS VENDORS** (prepackaged foods, bakery products, hot foods...)
  - The last page of the Market rules (*Hold Harmless*) signed by the business owner.
  - *Health Permits.*
  - Hot foods\* and carbonated or effervescent drinks: a *Seller's Permit* from the Board of Equalization (BOE). \* Other food products and plants that produce food for human consumption are exempt.

## IX. INSURANCE

All vendors at the Market must maintain at their sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. **AUTOMOBILE LIABILITY**, including owned, non-owned and hired vehicles, with at least the following limits of liability:
  - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence;
  - b. Primary Property Damage of at least \$250,000 per occurrence; or
  - c. Combined single limits of \$1,000,000 per occurrence.
2. **GENERAL LIABILITY** including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. **ADDITIONAL INSURED** - The Downtown Manhattan Beach Business and Professional Association and each member thereof, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.
4. **CANCELLATION OR CHANGE NOTICE** - Each insurance policy required by this section must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to The Downtown Manhattan Beach Business and Professional Association.

## X. POSTINGS

### 1. **CERTIFIED PRODUCERS**

- All certified producers must display an embossed photocopy of their certificate and those of other certified producers for whom they are authorized to sell in clear sight of the consumer or upon the commodity table. (Separation of commodities and certificates will be required if selling for other certified producers.) CCR Section 1392.4(d).
- All certified producers utilizing employees or non-family members will have a letter on file with the Agricultural Commissioner Office and with the market manager naming those employees and naming the markets at which they intend to have their employees selling. CCR Section 1392.4(f).

### 2. **VENDOR'S NAME**— Vendors are strongly encouraged to display a sign (at least 12" x 24") identifying their business name and city or town of production. Prepared and hot food vendors are required to display their address and contact information.

### 3. **PRODUCT INFORMATION & CLAIMS** - Vendors shall only display or advertise items that have been approved for sale.

- *Prices* - Prices shall be clearly noted for the benefit of the consumers. Prices should, whenever possible, be below retail prices. Collusion or any pressure among vendors to alter prices is strictly forbidden, based on federal anti-trust law.

In order to avoid unfair competition, backyard farmers that sell their product as a supplemental income or hobby, shall not price their goods below a reasonable and fair market price.

- *Product Variety* - Vendors are strongly encouraged to display signs identifying their products' name and variety. Notes about the product taste and uses are also encouraged as they help sales.
- *Nursery Stock & Cut Flowers* – All individual plants or blocks of plants may be required to be labeled plainly & legibly as to the correct name.
- *Organic Products* – Vendors may only make organic claims (whether in signs or verbally) if they are in current good standing with their organic certifier and have a current Organic Registration. The Organic Certificate and current Organic Registration Form must both be clearly posted at the stand. No Producer may use the term "organic" unless the following language is posted:

“ORGANICALLY GROWN IN ACCORDANCE WITH CALIFORNIA ORGANIC FOOD ACT”. Additional signage indicating membership in or certification by an organization, which certifies organic farming practices, such as California Certified Organic Farmers (CCOF) may also be posted in addition to the Organic Foods Act language. Organic producers must maintain three years of records to verify compliance with organic standards. When an organic grower is also selling non-organic produce at the same stand, the non-organic produce must be clearly separated from the organic produce and clearly labeled "non-organic". A Market violation will be issued to anyone who falsely advertises "Organic" growing practices, either in signs or in verbal claims.

- “No Pesticides” & “No Chemicals” Claims - Producers that are not certified Organic or that do not have a current Organic Registration and that wishes to claim "No Pesticides" or “No Chemicals” must identify, on an Application Use Form (described below and available from the Market Manager) any synthetically compounded product applied to the crop. The Application Use Form must be posted immediately adjacent to the "No Pesticides" or “No Chemicals” sign. The words "No Spray" are not permitted in any signage, as they are vague and do not identify compounds applied.

Application Use Form (Sample Only)

<u>Application</u>	<u>Name</u>	<u>Compound</u>
Fertilizer	Urea	Synthetic Nitrogen
Pesticides*	No	
Growth Regulator	No	

\* These include fungicides, herbicides and rodenticides.

A Market violation will be issued to anyone claiming "No Pesticides" without an applications Use Form posted immediately adjacent to the sign claiming "No Pesticides."

4. **PACKAGED PRODUCTS** – Packaged products must be labeled with the producer name, address, product name, ingredients and weight. Packaged products include fruits of vegetables sold in a closed bag or container.
5. **SCALES** – When any products are sold by weight, the type of scale used shall be approved by the Department of Food and Agriculture, and shall be tested and sealed for use by the county sealer/director of weights and measures. Official seals from any California county are valid throughout the state. CCR Section 1392.4(e).

Registration of weighing devices is required annually and will be done by mail. However, a scale or weighing device is not required to be registered in the county where the Certified Farmers Market is conducted, so long as the device has an unexpired seal for the current year, issued by a licensed California sealer.

6. **PERMITS & LICENSES** - A copy of all permits and licenses shall be made available to and kept on file with the Market Management.

## XI. INSPECTIONS & AUDITS

1. **PRODUCT INSPECTIONS** - All commodities and products shall be subject to inspection at any time by the County Agricultural Commissioner, the Department of Environmental Services (Health Department) and/or the Market Manager.
2. **SPECIFIC TO CERTIFIED PRODUCERS** – Market managers will be contacted when a Los Angeles County Agricultural Commissioner Inspector starts his routine inspection. If any problems or notices of non-compliance (violations) are found, the inspector will again contact the manager to resolve

these problems.

Violations include:

- No current embossed certificate (expired, revoked or none) or not posted.
  - Commodity being sold not on certificate.
  - Commodities being sold not of producer's own production.
  - Employee authorization letter not in possession or on file with the market manager.
  - Second Certificate not posted nor commodities or other producers separated.
  - Load lists not prepared or collected.
  - Deceptive pack.
  - Mislabeled/misleading statements.
  - Falsifying document.
  - Scale not sealed within the last 12 months.
  - Any quality or maturity violation.
3. **NURSERY STOCK & CUT FLOWERS** – All certified producers shall, upon request of market manager or Agricultural Inspector supply verification that, in fact, these agricultural products are of their own production. (i.e.: proof of purchase date and source material (company agent)).
- Agricultural acts upon nursery stock shall mean one or more of the following:
    - Potting up with subsequent root growth.
    - Full growth root structure.
    - 3 to 6 months growth.
    - Seed purchase documentation.
    - Cutting with full root growth.
    - No liners except from seed or cutting.
    - Pots of size 2 inch or greater.
    - Varietal/color pots of own arrangement and production.
  - A master list of all plants grown and offered for sale can be used if, received from the producer and embossed by the county of origin. This list must be attached to the official embossed certificate which will have written on it (nursery stock see attached list). This master list is in lieu of listing all plants on the certificate form.
- All cut flowers growers/certified producers will be required to show proof of purchase of seed upon request. Agricultural acts for cut flowers means growing from seed or cut from mother plant. Verification will be requested.
4. **NON-CERTIFIED AGRICULTURAL PRODUCTS** – Non-certified agricultural products may be sold in the certified portion of a Certified Farmers Market. It is up to the Market Manager to verify that a non-certified agricultural commodity is of the certified producer's own production and that the commodity is listed on his/her certificate.
5. **AUDITS** - Market Management will monitor sales reporting as necessary to check for accuracy. Sales audits may be conducted at any time and without warning. Vendors showing a discrepancy between their audited sales or the previous 4 weeks sales average and the sales reported on the load list will

be subject to a fine and may forfeit their right to sell at the market. Each Market participant is expected to cooperate with sales monitoring activity by Market Management.

## XII. PRODUCT QUALITY

1. **STANDARDS** - All products will be expected to be of the highest quality, of taste, freshness, or craftsmanship. Vendors of low quality products are subject to penalties and may ultimately forfeit their right to sell at the Market.
2. **MINIMUM GRADE** - All produce must meet USDA minimum grade requirements, and must represent a "field run" or better quality range. Additionally, all containers of produce offered for sale must not exceed California Department of Food and Agriculture (CDFA) tolerance for spoilage and waste.

The following commodities shall meet maturity and quality requirements: apples, apricots, artichokes, asparagus, avocados, bell peppers, broccoli, Brussels sprouts, cabbage, cantaloupes, cauliflower, celery, cherries, citrus (grapefruit, lemons, oranges, limes and tangerines), corn, grapes, honey, lettuce, melons, nectarines, olives, onions, peaches, peas, persimmons, plums & prunes, pomegranates, potatoes, quince & tomatoes.

All miscellaneous commodities not covered above must be 90% free from mold & decay, insect damage and free from live insects.

Containers of culls only will not be permitted for sale and will be immediately removed from sale with a warning issued unless the grower is also selling the same product at a "field run" standard or better. Culls must be clearly labeled as "culls", "overripe", "canning grade" and priced accordingly. Subsequent violations will be subject to additional penalties.

3. **AVOCADOS** – Must have a certificate of exemption from the Avocado Inspection Program, 326 State Place, Escondido, CA 92029. Phone: (760) 747-4712.
4. **NURSERY STOCK & CUT FLOWERS** – All nursery stock which is being grown or sold shall comply with pest cleanliness quality and varietal trueness of standards (Section 3060.2 Cal. Adm. Code).
5. **CUSTOMER COMPLAINTS** - Customers who have a legitimate complaint about the products they purchase should be given a full monetary refund or replacement of equal value. It is the Market's policy to satisfy the customer and to promote good will by being generous. If produce is overripe and must be consumed the same day, the customer must be informed in advance. If a customer wished to exchange only a partial bag of produce, only partial credit is due.

## XIII. HEALTH & SAFETY

1. **LEGAL REQUIREMENTS** - This Market is conducted in accordance with the local, state and federal laws and ordinances. Vendors should be familiar and in compliance with all health and safety guidelines. Vendors must comply immediately with Manager's safety instructions. Vendors and products must comply with the California health code and federal standards.
3. **TRAFFIC** – *As per the Manhattan Beach Police Department strict requirement, customers are not allowed in the Market until all vendor vehicles have vacated the Market.* Similarly, no vendor vehicle is allowed in the Market until all customers have vacated the Market. The Market Manager or designated person will signal to the vendors and staff when customers can be let in the Market in the morning, and when vehicles can be let in at Market closing. See Section on Stall Set Up & Break Down earlier in this document for more information.

No bicycling, skating or skateboarding is allowed in the Market.

2. **STALL'S IMPLEMENTS** – Vendors' vehicles, tables, and overhead shades must be maintained and used in a safe manner. Legs must be firmly locked into place on the shades. Tables must have

smooth edges and remain stable when loaded with produce. Shades must be tied down or weighted. Tarp poles must not obstruct traffic flow and care must be taken when setting up or taking down displays.

By determination of Market Management, removal of canopies may be required at any time during Market hours due to windy conditions. Canopy removal shall take precedence over sales activities. Frame assemblies may remain in place as long as they are securely tied down. Vendors' truck, tables and merchandise must be within the vendor space and not impede the customer flow.

All vendors must comply with the following safety rules:

- No display tables filled over carrying capacity.
- Product arrangements are stable and not ready to fall.
- Legs of tables are secure and not caving in.
- All connecting rods of the shade set-ups are secure in their fittings.
- Canopy assemblies are tied or weighted down.
- Shoppers are not allowed behind tables or in truck area. Barricades should be erected if necessary for crowd control. All boxes and crates must be neatly stacked and kept clear from walkways, passages and areas of heavy traffic.
- Food booths where cooking is taking place must meet Fire Department requirements for tarps and canopies and are required to have a fire extinguisher and a container of water on the side.

- 3. CLEAN SELLING SPACE** – Vendors are required to maintain their individual selling space in a clean, safe and sanitary manner, including protecting with a tarp the sidewalk and pavement from drips from any part of Vendor's vehicle as well as from highly staining items, such as oil, cooked food, grapes, berries, etc. Vendors must clean and sweep their selling space prior to leaving the site. Failure to do so may result in market violations.

Vendors are responsible for bagging and removing their own trash (produce waste, overripe or leftover produce and boxes) at the close of Market day. Vendors may not dispose of their trash in any trash receptacles intended for customer use. They may not leave it at the curb to be picked up by the maintenance crew. They may however dispose of it, properly bagged, in the City dumpster located behind the Market.

#### **4. FOOD SAFETY**

- Hot food vendors must bring their own washing sink (with hot and cold running water under pressure), as approved by the local Health agency.
- All food vendors as well as farmers offering produce samples must have a 2.5 gallons gravity feed system comprised of potable water in a clean container, for hand washing purposes. The water supply must drain to a waste receptacle of at least equal size, and single-service soap and towels must be provided.
- All food products must be kept a minimum of 6" off the ground.
- Processed foods must be processed in an approved facility, and packaged and labeled under sanitary conditions, and the vendor must display their Health Department permit.
- Prepared food vendors must provide adequate facilities to keep hot and cold/iced foods at safe temperatures. They must also provide a clean refuse container for patrons.

#### **5. PRODUCT SAMPLING**

Procedures for the cutting of produce have been established by the Health Department and must be followed to ensure that sanitation standards are maintained. In order to offer cut samples you must have a complete sampling set up and follow sampling procedures as follows:

- Sampling Set-up:

- Water container with downward-facing spout (for hands and produce washing)
- Smooth, non-absorbent cutting board
- A knife used exclusively for sampling
- 1% chlorine solution for sanitizing the cutting knife and other utensils
- Liquid pump soap dispenser (bar soap is not acceptable)
- Single use (paper) towels
- Cover for cut samples
- Toothpicks or skewers for handing out samples
- Bucket to catch wash water.

- Utensil Sanitizing:

- Vendors must provide sanitizer solution of 100 ppm chlorine, 200 ppm quaternary ammonium, or 25 ppm iodine to be positioned at stand or central produce preparation site. Utensils used continuously for slicing, (e.g. knives) must be stored in container of sanitizing solution while not in use. See below for sanitizer immersion times:
  - (1) Contact with a solution of 100 ppm chlorine solution (two cups per gallon of water) for thirty seconds.
  - (2) Contact with a solution of 200 ppm quaternary ammonium for one minute.
  - (3) Contact with a solution of 25 ppm iodine for one minute.
- Cutting boards or other utensils, (e.g., bulk storage containers, shaker bottles, food storage containers, etc.) must be sanitized prior to use. Sanitizer may be applied either by spray bottle or immersion in sanitizer and air dried prior to use.
- All utensils utilized in food service must be food-grade, non- absorbent and maintained in good repair.

- Sampling Procedures:

- Produce to be offered for sampling must be washed with potable water and wastewater must be collected in a receptacle and disposed of at an approved site. Producers may pre-wash produce prior to arrival at Market as an option. Produce may not be washed at toilet room facilities.
- Samples must be cut out of reach of customers. Samples must be kept in clean, covered containers approved by the Health Department such as clear plastic with hinged lids or clear dome covers. Methods of dispensing samples include the following:
  - (1) Capped squeeze bottle, for items such as honey. Bottle is uncapped and product is squeezed onto a disposable wooden stick for each individual customer. Bottle is re-capped, stick is discarded.
  - (2) Modified shaker bottle, for items such as grapes. Opening in bottle is enlarged to allow bottle to shake out limited number of items, (one or two) into the hand of a customer.

- (3) Bulk liquid container for items such as juice. Disposed with down-facing, self-closing spout into a cup given to customers by the farmer. Cup is disposable. Thermos is washed in approved kitchen.
  - (4) Small sample cup for items such as sprouts or jams. Disposable paper cups are filled in an approved facility or manner for distribution to customer.
  - (5) Covered serving dish with hinged lid opening on the grower's side. Vendor lifts lid and uses a disposable spoon to scoop out a small sample portion. Disposable spoon is given to customer and discarded.
  - (6) Sliced fruit/vegetables may be stored in washable containers with lids and dispensed by grower via disposable toothpicks. Plates full of cut samples may not be left out for customers to serve themselves.
  - (7) Sneeze guards, of sufficient width and height so as to intercept fluids and contaminants from the public are permitted for products with an open display to facilitate self-service.
    - A covered trashcan must be available for discarded sample skins & toothpicks.
    - Hands must be washed prior to cutting samples. Plastic gloves may be worn but they do not replace hand-washing requirements.
    - Bucket containing wash water must be disposed of in a public sewer system or taken home for disposal. Wash water may not be dumped in planters or storm drains.
  - Anyone who is not following the sampling guidelines must immediately stop sampling and get into compliance with the proper procedures. Repeated violations of sampling procedures may result in suspension of sampling privileges.
6. **SMOKING** is not permitted in produce display and immediate sales area during Market hours.
  7. **ANIMALS** are not allowed in the Market, with the exception of Seeing Eye dogs and other assist animals.

#### **XIV. PLASTIC CARRY-OUT BAGS & STYROFOAM**

1. *As per new regulations issued by the City of Manhattan Beach, effective July 2009, plastic carry-out bags (including recyclable or compostable) and Styrofoam containers are no longer allowed at the Market.*
2. **DEFINITION** - Plastic carry-out bags are those bags provided by vendors to the customer for the purpose of carrying away goods.
3. **EXEMPTIONS** - The following are still allowed:
  - Recyclable or compostable t-shirt plastic bags used to hold ice for the purpose of keeping fish cold;
  - Special plastic bags used for the purpose of keeping chicken warm;
  - Fruits or vegetables pre-bagged and pre-weighed in small plastic bags without handles.
4. **ACCEPTABLE ALTERNATIVES** are:
  - Recyclable paper bags are acceptable alternatives. Recyclable paper bag means a paper bag that (1) contains no old growth fiber; (2) is 100% recyclable overall and contains a minimum of 40% post-consumer recycled content. Please note that the City of Manhattan Beach may impose a fee on paper bags in the future.
  - Reusable bags are preferred as they are the best sustainable alternative.

5. **RESOURCES** - More information and a list of reusable and recycled paper bags vendors is available on the City of Manhattan Beach web site, under Going Green / Plastic Bag Band & Reusable Bag Program. [www.ci.manhattan-beach.ca.us/Index.aspx?page=1589](http://www.ci.manhattan-beach.ca.us/Index.aspx?page=1589).

## **XV. STANDARD OF CONDUCT**

1. Common courtesy in dealing with customers and other vendors is essential to creating and sustaining loyal customers for all vendors and ultimately developing a successful Market.
2. Vendors are expected to be honest and to conduct themselves in a courteous and friendly manner. Everyone is expected to treat other vendors, staff, customers and officials with respect. The farmers are asked to assist the Manager in all possible ways to maintain the quiet and friendly atmosphere of the Market.
3. Rude, abusive, offensive or other disruptive behavior is not permitted. Anyone who is discourteous, belligerent or whose conduct is materially and seriously prejudicial to the reputation or operation of the Market will be asked to leave the Market by the Market Manager.
4. Vendors experiencing any difficulty with customers or other vendors in this regard should refer the matter promptly to the Market Manager. Harmful remarks about vendors or the Market are subject to legal liability.
5. No individual shall be subject to harassment, including on the basis of race, color, religion, gender, sexual orientation or origin.
6. No materials, which are blatantly offensive, either racially, ethnically or sexually, shall be allowed for sale.
7. Vendors are expected to dress in an appropriate manner, including shirts and shoes or sandals.
8. Vendors may not pack up or disassemble their booth prior to 4 PM on Market day (5 PM in the summer).
9. Employees selling at the Market must speak English and be knowledgeable about the vendor's operation and the products sold (how and when it is produced, its taste and uses, etc).

## **XVI. NON-PROFIT ORGANIZATIONS, COMMUNITY INFORMATION GROUPS & LOCAL BUSINESSES**

1. *Qualifying businesses and nonprofit organizations may reserve a no-sale exhibitor space at the Manhattan Beach Farmers Market. Applications are available on the Market's web site at [www.mbfarmersmarket.com/bus\\_nonprofit.cfm](http://www.mbfarmersmarket.com/bus_nonprofit.cfm).*
2. **QUALIFYING ORGANIZATIONS**
  - ◆ Qualifying businesses are those conducting business within the City of Manhattan Beach. Proof of business location is required.
  - ◆ Businesses located outside the City of Manhattan Beach may participate, provided their business supports healthy living, education or preservation of the environment.
  - ◆ Qualifying nonprofits are those whose mission is to promote healthy living, education and preservation of the environment. Proof of nonprofit status is required.
3. **RESERVING A SPACE** - Only one business and one nonprofit may participate each market day. Each organization will be assigned available dates in advance and assigned space by the Market Manager. Spaces will be allotted on a first come, first serve basis, with newcomers having priority over returning entities. However, exhibitors may reserve a space no more than once a quarter.
4. **EQUIPMENT** – Each exhibitors will be supplied a table, two chairs and an umbrella.

5. **PARTICIPATION FEE** – Exhibitor fees are as follows:

<u>Type of Exhibitor</u>	<u>Daily Exhibitor Fee</u>
Qualifying nonprofits and community information groups	Free
Downtown businesses*	Free with a current MB Business License. \$35 otherwise.
Manhattan Beach businesses	\$25 with a current MB Business License. \$35 otherwise.
Qualifying businesses located outside of Manhattan Beach	\$35

\* *The boundaries of the Downtown area are 1) the beach to the West, 2) Valley & Ardmere Drives to the East, 3) 8<sup>th</sup> Street to the South, 15<sup>th</sup> Street to the North.*

Fees are payable at the beginning of the market. Checks are accepted but must be made order of the Downtown Manhattan Beach Business & Professional Organization. A receipt will be provided upon request.

6. **RESTRICTIONS** – Exhibitors must remain within their assigned space. Information distribution outside of the exhibitor’s assigned space or aggressive solicitation of signatures, donation or attention is not allowed. Sales are not allowed. However, donations may be solicited for the general support of the organization. Each organization must prominently display its name, and must comply with all applicable Market rules.

The Market retains the right to regulate the time, place and manner of activities relating to displays, signs, posters, placards, and other expressions of the interests represented. The use of "fighting words," obscenities, grisly or gruesome displays or highly inflammatory slogans likely to provoke a disturbance may be prohibited by the Market Manager.

## **XVI. VIOLATIONS & PENALTIES**

1. **NON-COMPLIANCE** - The Market Manager and any other agent assigned to do so, has the right to issue warnings and take appropriate action against vendors who violate the Market’s rules and all other applicable regulations and laws. Penalties for violating the rules set forth herein may include fines, suspension of selling privilege or loss of space. Verbal warnings will be followed with a written warning for any violation prior to a fine or Market suspension.

Written notices of violations of Market rules will be issued following schedule of penalties, unless otherwise stated in these rules:

1st violation: Warning.

2nd violation: Suspension for 1 Market day.

3rd violation: Suspension for 3 months.

Subsequent violations will be penalized by Management decision, up to permanent expulsion.

In the case of unreasonable or outrageous conduct considered detrimental to Market safety or welfare, the Manager has the authority to impose an immediate fine and/or suspension. Certified

Producers caught reselling will be subject to a harsher penalty schedule and may be permanently lose their space at the Market.

2. **CUSTOMER COMPLAINTS** – The Market has a written complaint form to be filled out by any customer wishing to file a complaint regarding his or her treatment by any farmer. Only very serious complaints are put on a complaint form; most misunderstandings can be resolved without filing a formal complaint. Once a written complaint is submitted, Market Management will verify it. The same penalty schedule as for Market violations will apply.
3. **DUE PROCESS** - Vendors wishing to appeal an expulsion or suspension from the Market shall have the right of due process with a hearing before the DMBBPA Board on any action taken. The appeal must be submitted in writing to, indicating the reasons for retaining selling space at the Market:

Downtown Manhattan Beach Business and Professional Association  
Attn Farmers' Market Appeal Process  
P.O. Box 3298  
Manhattan Beach, CA 90266

The DMBBPA Board's decision will be given in writing within 30 days of receipt of the complaint. Their decision will be final. Until this decision is reached the Market Manager's sanction remains in effect.

### **XVII. SIGNATURE & HOLD HARMLESS**

I (the undersigned), hereinafter "Vendor ", in consideration of being provided space at the Manhattan Beach Certified Farmers' Market, agree with the following terms and conditions:

Vendor acknowledges receipt of and agrees to abide by the Market Rules pursuant to the interpretation of the Market Management as well as any related laws and regulations established by the city, county, state and federal government.

Vendor shall indemnify, defend and hold harmless the DMBBPA, the City of Manhattan Beach, its City Council, boards and commissions, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner connected to the willful misconduct or negligent acts, errors or omissions of Vendor, its agents and employees, in connection with Vendor's participation in the Manhattan Beach Certified Farmers ' Market, and in the performance of services, work or activities under this Agreement and the Manhattan Beach Farmers' Market rules.

In witness whereof, this Agreement is executed this day of \_\_\_\_\_, 200\_\_.

Signature \_\_\_\_\_ Name (print) \_\_\_\_\_

Business Name \_\_\_\_\_

Phone where Signatory can be reached: \_( \_\_\_\_\_ ) \_\_\_\_\_

*The market rules must be signed by the person who signed the producer's certificate or by the business owner and be returned to the Market Manager prior to selling at the Market.*

*Vendors are responsible for keeping all their documents current and valid. They are also responsible for keeping current address and phone numbers on file.*