

RESOLUTION NO. 2014-11

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE PHELAN PIÑON HILLS COMMUNITY SERVICES DISTRICT
ESTABLISHING FARMERS MARKET RULES AND REGULATIONS**

WHEREAS, the Phelan Piñon Hills Community Services District owns and operates a Farmers Market; and

WHEREAS, the Board has determined it is necessary to implement appropriate Rules and Regulations concerning the Farmers Market.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Phelan Piñon Hills Community Services District, as follows:

1. The Phelan Piñon Hills Community Services District hereby establishes and adopts the Farmers Market Policies, which are attached hereto and incorporated herein by this reference.
2. The provisions of this Resolution shall take effect immediately upon adoption.

ADOPTED this 7th day of May 2014, by the following vote:

AYES: Morrissette, Pace, Roberts, Whalen
NOES: Brandon
ABSENT:
ABSTAIN:



President, Board of Directors

ATTEST



Secretary, Board of Directors

Phelan Certified Farmers Market

4128 Warbler Road
Phelan, California 92371

Market Rules & Regulations

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I. PURPOSE

Phelan Certified Farmer's Market has been formed to provide healthy, fresh foods and horticultural products to the community and surrounding areas, and to encourage commerce, entertainment, nutrition program participation, and trade.

II. TYPE OF MARKET

Phelan Certified Farmer's Market operates in accordance with regulations published in

California Code of Regulations, Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5. ("Direct Marketing Regulations"), hereinafter referred to as "state law." The Markets are subject to all pertinent city, county, state, and federal regulations and laws. All participating producers are required to be familiar with the current provisions of the Direct Marketing Regulations. The Markets are in a location approved by the Phelan Piñon Hills Community Services District ("District") and county agencies, as well as the County Agricultural Commissioner, who also certifies and inspects each farmer to ensure that he/she actually grew the commodity being sold at the Markets. Consequently, the produce is fresher, vine-ripened, of better quality, and greater variety.

III. GOVERNANCE

Phelan Certified Farmer's Market is governed and sponsored by Phelan Piñon Hills Community Services District (PPHCSD). All Market activities are supervised and overseen by the Market Manager. PPHCSD and its designated agents shall implement and enforce all rules and regulations pertaining to the operation of Phelan Certified Farmers Market in a fair and equitable manner. **IV. DEFINITIONS**

THE MARKET: refers to the Phelan Certified Farmer's Market in San Bernardino County.

PHELAN CERTIFIED FARMERS MARKET: a location authorized by the County Agricultural Commissioner where certified producers of fresh fruits, vegetables, and nuts may sell their produce directly to consumers exempt from standard pack labeling and grading regulations.

MARKET MANAGER: Rowena McDermott of Phelan Certified Farmer's Market, who is responsible for the affairs of the Market and the authorized arbiter of the Market Rules and Regulations.

MARKET RULES: This document which is governed by California Code of Regulations, Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5 on Direct Marketing, CRFC, and the Sherman Food, Drug, and Cosmetic Law ("state law").

SELLERS

CERTIFIED PRODUCER: A person or his/her agent and employees authorized by the County Agricultural Commissioner to sell fresh fruits and vegetables, nuts, apiary products, cut flowers and nursery products directly to consumers at this Certified Farmers' Market. Products must be produced on land owned, leased or licensed by the producer.

PRODUCER:

1. (Farmer) A person, partnership, corporation or any other entity that produces agricultural products other than certified produce by practice of the agricultural arts upon the land or waters which the person or entity controls. These products may include but are not limited to: poultry and meat products; aquacultural products; viticultural products; dried fruits and vegetables; juices, jams or other processed agricultural products.
2. (Fisherman) A person or entity that catches pelagic and/or freshwater fish or shellfish from boats which the person or entity controls.

FOOD VENDOR: A person or entity that produces or controls the production of baked, processed, or prepared foods.

ARTISAN: A person, who through the practice of the applied arts, creates original craftwork or an artist or sculptor.

NON-PROFIT CORPORATION: An incorporated organization which has non-profit status under the Internal Revenue Code.

COMMERCIAL SELLER: A person or entity who resells goods for a profit.

OTHER DEFINITIONS

EMPLOYEE: "Any person employed by a producer at a regular salary wage, on either a full or part-time basis. It does not include any person who is reselling or whose compensation is primarily based on a commission of sales." (Direct Marketing Regulations § 1392.2.)

FOOD PREPARATION: "Packaging, processing, assembling, portioning, or any operation which changes the form, flavor, or consistency of food, but does not include trimming of produce." Source: California Retail Food Code, §113791. This includes but is not limited to: juices, jams, flavored nuts, nut butters, baked items, dairy products, and cleaned fish.

IMMEDIATE FAMILY: "Parents, children, grandparents, or grandchildren of the certified producer or a family member regularly residing in the certified producer's household."

LOAD LIST: "an itemized list of all products sold at the certified farmers' market each market day...[which]... shall state the name of the certified producer, the identity of each product sold as it appears on the certified producer's certificate, and the quantity of each product sold at the market."

PARTNERSHIP: "A partnership is a separate entity distinct from its individual members. As a separate entity, a partnership must obtain a certified producer's certificate to market, directly to consumers, its agricultural products, which shall be produced by practice of the agricultural arts upon land that the partnership, as a separate entity, exclusively controls." (Direct Marketing Regulations §1392.2)

V. ALL SELLERS

General Rules

1. All sellers shall complete the Vendor Reservation Application.
2. All sellers must sign and return the "Hold Harmless" Agreement and the final page of the rules and regulations acknowledging receipt of said rules and regulations and return to the Market Manager.
3. All sellers must be either:
 - a. Certified Producers
 - b. Food Vendors
 - c. Artisans
 - d. Non-Profit Corporations
 - e. Commercial Sellers
4. Only those who have applied for and received permission from the Market Manager may sell at the Market. Entry requirements differ for each category and are described below. Permission to occupy a space at the Market is given only after the Market Manager has received copies of all required documents and has confirmed a space reservation for the applicant. The seller must receive approval, at the discretion of the Market Manager, for all products offered for sale, under whichever categories and approval procedures are dictated by these rules.
5. Sellers shall only display or advertise items that have been approved for sale by the market manager. All products offered for sale in a gift box or other container must be approved items and be of the seller's own production. Sellers may only promote their farm-related activities at their stalls at the discretion and approval of the Market Manager. The market is not responsible for lack of sales..
6. No seller may assign or sublet stall space.
7. The Market is conducted in accordance with state and federal laws and local agencies.

Sellers are expected to be familiar with the Market Safety Rules as described below, and to comply with them. Sellers will immediately comply with the Market Manager's directions in matters relating to safety.

8. All sellers are recommended to have product liability insurance, which indemnifies the Phelan Certified Farmers Market, and provide evidence if applicable.

9. All sellers acknowledge and agree to cooperate with any additional documentation that may be required and with any representative of the Market who may visit the farm, workshop, kitchen, or other location as necessary to verify compliance with all regulations.

Stall Space Set-up and Breakdown

10. A seller's stall size, location and other factors of the space assignment of selling space within the Market shall be at the discretion of the Market Manager. In making any determination in this regard, the Market Manager may consider, among many factors, the following:

- a. The maintenance of present and past consumer-producer relationships.
- b. The maintenance and extent of a good product mix and consumer traffic flow.
- c. The principles of good Market and product promotion.
- d. Length of seniority for the space.

11. All sellers must post visible price signs and all required permits, licenses and certificates..

12. All sellers must visibly post a sign with business name and contact information.

13. All promotions and sales shall occur within the space provided. Aisle space, within the flow of customer traffic, may not be used without permission from the Market Manager.

14. In an effort to present a pleasant setting to the public, the Market Manager requests all booths to be set up with a 10 x 10 fire retardant awning with a minimum of 30 lb. sand bags at each corner. No hanging weights. Vendor product tables are to be covered with tablecloths or other eye-pleasing presentation to enhance the presentation of the market and in addition all product to be displayed in a similar pleasant presentation.

15. Produce for sale must be presented in plain sight and customers must be allowed to choose for themselves the items they wish to buy. Items may not be displayed hidden from view on seller's table (concealed in boxes or other containers).

16. When vacating their space, the seller shall remove all equipment, product, trimming, wrappings, and containers within 60 minutes after the closing of the Market. Sellers are responsible for cleaning their own stall space and the aisle area in front of, behind, and around their stall at the end of the Market and disposing of trash. (refer to # 34 "Market Conduct").

17. Sellers shall reimburse the Market for any expenses incurred to return the stall space to the condition in which it was found (reasonable wear and tear excepted). This includes cleanup costs incurred by the Market Manager for any reason, including but not limited to grease, produce refuse and other conditions. Market manager also may remove such seller from market.

Market Hours

18. Market hours will be set by the Market Manager; Mondays 2pm – 5pm and 2pm – 6pm during daylight savings time.

19. No selling is allowed before or after the times established by the Market Manager without the Market Manager's explicit permission.

20. All sellers are expected to arrive at the Market for stall space assignment, set-up, and important notices 60 minutes before the selling hours each Market day. Those sellers who

arrive late jeopardize their selling space reservation. The Market Manager will make every reasonable effort to keep selling space open for late arrivals. However, the Market Manager reserves the right to reassign late sellers to another selling space or to offer empty spaces to other sellers. Late sellers may be required to unload offsite and carry in products for sale.

21. Sellers who repeatedly arrive late may permanently lose their selling space and/or right to sell in the Market or repeated failure to arrive on-time may result in fines levied per occurrence.

22. Sellers will be allowed a 60 minute take down time after the Market day.

23. Sellers shall wait at least 15 minutes after closing time before exiting the market in their vehicle.

24. No seller may leave the Market without permission before the Market closes.

Fee Payment

25. Load lists are handed out by the Market Manager at the beginning of each Market day. Load lists must be completely filled out by every seller and turned in to the Market Manager within one hour of the closing of the Market. **Completed load lists must be turned in by every seller for every Market day present.**

26. Load lists are to be filled out honestly and accurately. The Market Manager reserves the right to audit any vendor at any time. Failure to report honestly and accurately may result in further market disciplinary action.

27. Sellers will pay all fees in cash. No checks accepted.

28. Seven percent (7%) of each certified and noncertified farmer participant's gross sales per market day plus \$0.60 is paid as space fee (CDFA fee). All non-farm vendors space fee will be \$15.00 per market (the initial eight weeks of the new Phelan Certified Farmers Market will be free). This fee is used for the Market Manager's salary, insurance, licenses, taxes, advertising and any other Market expense. The space fee is to be paid to the Market Manager at the end of the Market with the load list.

Market Safety

29. All sellers shall comply with all applicable requirements of the California Retail Food Code and the Sherman Food, Drug and Cosmetic Law, specifically:

a. Every stall selling food shall have a clean trash box in front of their stalls for public use.

b. No display tables may be filled over carrying capacity. Items on display must be stable. Table legs must be secure and tables must not cave in.

c. All connecting rods of the shade set-ups must be secure in their fittings. Shade set-ups must be tied to seller's tables or vehicle. Tarps must be securely fastened.

d. "All food shall be stored at least 6 inches off the ground."(CRFC § 114371a)

30. Auto and truck ingress and egress must not endanger pedestrians. After the Market starting time, no moving vehicles will be allowed in the Market. All off-loading vehicles must exit the Market 30 minutes before market starting time.

31. No live animals, birds or fowl may be kept or allowed within 20 feet of any area where food is stored or held pursuant to California Retail Food Code requirements. This includes pets in Market vendor's vehicles. Service animals are exempt.

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

33. Smoking is not allowed in the Market.

34. All sellers shall keep their vehicles, merchandise and tables within their assigned stall space. No part of the seller's stall set-up may encroach on the mandated fire lane nor congest pedestrian flow.

35. All sellers are required to clean their own area and keep it safe; this includes protecting the sidewalk and pavement from grease, produce refuse, and other potential stains and/or safety hazards. Any cleanup costs incurred by the Market Manager due to grease, produce refuse and other conditions will be charged to the offending vendors.

Market Conduct

36. At Market closing each seller is responsible for leaving his or her stall space completely clean and carrying offsite all trash generated. Trash may not be placed in street trash bins or the Market dumpster.

37. Consumption of alcoholic beverages, yelling, swearing, name-calling, slanderous remarks and other rude behavior will not be tolerated by anyone. Any behavior or language considered to be deleterious to the normal operation of the Market will be grounds for expulsion from the Market with reinstatement to be based upon review by the Market Manager.

38. Customers who have a legitimate complaint about the product that 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 goodwill by being generous. Complaints or disagreements will be mediated by the Market Manager. In general, the benefit of the doubt will be given to the consumer.

39. Sellers are expected to treat each other, staff, customers, officials, and the Market Manager with common courtesy.

40. Sellers are responsible for the actions of their representatives, employees or agents.

41. Any complaints about other sellers should be made to the Market Manager and never to customers.

42. Collusion among sellers to change prices or exertion of any influence, pressure or persuasion to cause a seller to change prices is strictly forbidden according to state law.

43. Sellers are expected to wear proper attire during Market hours, including shirts and shoes, as determined by the Market Manager.

44. No radios, boom boxes, or sound devices may be played during Market hours without permission of the Market Manager.

45. Conduct considered by the Market Manager to be detrimental to the welfare of the Market may result in removal from the Market.

46. The **Market Weather Policy** will be determined by the forecasts on the www.weather.gov. Should the forecast predict a 60% chance of rain or snow at 5 pm or later, Market may be canceled. Farmers and vendors can look up the site themselves to find out if the market will be open by accessing the website at www.weather.gov entering zip code 92371 in the zip code field, and then clicking on the "Hour-by-Hour Forecast". Market participants can also call the Market Manager. If the weather defies prediction the following will apply: a. Market may be canceled if it snows at any time after 3 PM on the day before the Market (Sunday).

47. All closed or sealed containers, bags, jars, etc. must be labeled with a name, address, zip code and minimum weight. Processed items must also include an ingredients list. Meat, eggs, fish, etc. must have a grade on the label, in accordance with USDA standards.

48. Scales must be in compliance with the San Bernardino County Dept. of

Agriculture/Weights and Measures. Scales tested and sealed with a current year seal in other Counties within California are permitted. Scales are to be sealed, calibrated and tagged annually. Only certified scales are permitted in the market. Scales must be in plain sight of the consumer.

49. Prices must be clearly posted.

50. Participants selling fresh produce must have a protective covering on their table. Produce cannot be sold off of a bare wood table.

Violation of Rules

51. The Market Manager is responsible to interpret, implement, and enforce all rules and regulations pertaining to the running of the Market in a fair and equitable manner.

52. The Market Manager has the authority to issue warnings and to take appropriate action against participating sellers who violate these rules and all other applicable regulations and laws. Notwithstanding any other provisions of these Rules, the Market Manager also has the power to immediately suspend or remove any vendor for any health, safety, and liability risks caused by any single violation. Vendors will be given a warning and chance to correct violation. After The third offense, vendors can be suspended or removed from the Market. In other circumstances, a written Notice of Violation will be issued with the following schedule of penalties:

1st violation – Warning

2nd violation – Warning

3rd violation – Suspension or permanent removal from the Market

VI. CERTIFIED PRODUCERS AND PRODUCERS

1. All Certified Producers shall complete the "Certified Producer and Producer" Application. (See Section XII), complete and sign the "Vendor" Application and "Hold Harmless" agreement provided and present a copy of signed market rules and regulations and provide a copy of current sellers permit.

2. All food products must be grown in California or caught in state waters.

3. Admission to sell at the Market shall be at the discretion of the Market Manager. In making any determination in this regard, the Market Manager shall consider many factors including the following:

a. Producer's positive or negative history of compliance with state, local government and this and other Market Rules and Regulations.

b. Producer's history of Market participation. When practical, significant weight, priority and preference should be given to producers returning from previous seasons.

c. The competitive availability and number of sellers of the same type of products as producers present within the Market. If practical, monopolies and surfeits (gluts) should be avoided. Admission of certain types of product will depend on whether the present number of sellers of the same type of product as the producer's product are adequately supplying consumer demand.

d. The number of stall spaces and other limitations of the Market

4. The following may be offered for sale under this designation:

Certified Products: fresh fruits and vegetables, nuts, honey, eggs, flowers, nursery stock;

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

All products sold at the Market must meet requirements of the California Food & Agricultural Code and California Health & Safety Code.

5. A producer may sell only those products listed on the application and approved by the Market Manager. Any changes, modifications, or additions must be approved by the Market Manager.

6. The actual producer of the product(s) is encouraged to attend the Market regularly; however, an employee may sell as long as the producer sells at the Market at least two (2) times each calendar year.

7. Certified producers, producers, their immediate family, and their employees may sell at the Market.

8. To sell fresh fruits, vegetables and nuts at a Certified Farmers Market, the seller shall have a Certified Producer Certificate issued by the Agricultural Commissioner in the county of origin of his/her produce, as required by state law.

9. Certified producers are required to ensure that the Market Manager has copies of all current certificates and permits. 10. Producers of non-certifiable agricultural products may sell upon approval of the Market Manager and shall possess the appropriate licenses, permits or letters of authorization for their product.

11. Prepared or processed products may be sold by producers if prepared in accordance with the State Health & Safety Code and all ingredients (with some exceptions) of the prepared product is produced entirely by the producer.

12. Bulk foods, such as dried fruit or shelled nuts may be sold from washable, labeled bulk containers with attached self closing lids and attached utensil. (CRFD § 114060a)

13. No persons engaged in the buying and selling of farm products from a certified producer, as defined under Food and Agricultural Code § 56181, will be permitted in the designated certified section of the Market.

14. Any farmer, producer, partnership, owner representative, agent or employee whose Certified Producer Certificate has been revoked or canceled for resale of agricultural products will not be allowed to participate in the Market.

15. High quality, vine-ripened, recently harvested produce is expected. Lower grade fruits and vegetables must be marked as such and priced accordingly. However, lower grade produce is only permissible if higher grades are also available at the same stall (state law). Over 80% of products presented must be of the highest quality. The Market Manager has the authority to require that poor quality produce be removed.

16. A certified producer (including farmers, nurserymen, fishermen and other agricultural producers) may sell for up to two additional certified producers including, but not limited to, separate entities, such as partnerships in which the certified producer has an interest as an individual member, only at the express permission of the Market Manager. All producers wishing to carry a second certificate must meet the following CDFA Direct Marketing Regulations:

1392.4.f.1 "A certified producer shall not represent, nor be represented by more than two other certified producers in a 12-month period.

1392.4.f.2 "Each certified producer's certified agricultural products to be sold or offered for sale shall be separated and identifiable by each certified producer's valid certificate at point of sale."

1392.4.f.3 "The name of the certified producer for whom another certified producer is selling shall appear on the certificate of the person selling his/her products."

1392.4.f.4 "The name of the certified producer who is selling the products of another

certified producer shall appear on the certificate of the person for whom s/he is selling.”
1392.4.f.5 “The certified producer selling for another certified producer shall be selling or offering for sale certified agricultural products which s/he has produced and which are greater than the amount by volume offered for sale for the other certified producer.”

17. Producers are permitted to carry a second certificate only at the discretion of the Market Manager and only if CDFA regulations concerning second certificates are met.
18. All prepackaged closed consumer containers of agricultural products shall be labeled with the name, address, and zip code of the producer and a declaration of identity and net quantity of the commodity in the package. (CDFA Code 1392.1.f)
19. All producers must complete the Applications Use Form every year. (See Appendix B)
20. Any producer claiming to have Certified Organic produce or products shall have grown or produced the product in accordance with the California Organic Products Act of 2003 and the National Organic Standards.
21. Signs stating that Certified Organic produce or products have been organically grown shall comply with the National Organic Standards.
22. Organic certification and registration shall be posted at the producer’s stall and copies of all certification forms shall be submitted to the Market Manager. Producers selling less than \$5000 annually of organic produce may simply post organic registration.
23. The sign “no spray” will not be permitted, as it is vague and does not identify compounds applied. Only the words “no chemicals” or “no pesticides” may be used. Farming practices must be fully and truthfully disclosed when customers inquire. All producers who are not organic who wish to state that they do not use chemical pesticides and/or fertilizers must display the completed Applications Use Form at their stall. (See Appendix B)
24. All producers must display a sign identifying their name or the name of their establishment and the city or town where their production occurs.
25. Sampling guidelines have been set by the Health Department and must be followed. (see Appendix E)
26. Producers not attending a Market day must give 4 days notice to the Market Manager.
27. Sellers who do not comply with the State Direct Marketing Regulations, pertinent State and County regulations, or the regulations set forth herein, may forfeit their right to sell at the Market.

VII. FOOD VENDORS

1. A prospective Food Vendor shall complete and sign the “Vendor” Application and “Hold Harmless” agreement provided and present a copy of signed market rules and regulations and a copy of current sellers permit.
2. Food Vendors are required to have a valid permit from the San Bernardino County Health Department and their local jurisdiction.
3. The Market Manager selects prepared foods that are original, of high quality and that do not excessively duplicate foods already sold at Market. To benefit consumers, no food vendor will have exclusive right to sale of any category of food product. Food Vendors’ products may not directly compete with products made and sold by producers from their own farm products.
4. All food stalls where cooking is taking place are required by the San Bernardino City Fire Marshall to have on site at all times a fire extinguisher and a water container. Sellers must not change propane cylinders during Market hours. All food stalls where cooking is taking place must meet Fire Department requirements for tarps and canopies (such as fireproofing and height requirements.)

5. All food stalls must have a trash can in front of the stall for customer use.
6. All food stalls must have a hand-washing sink.
7. All food stalls where cooking is taking place are required to have a floor cover when located on dirt.
8. All menus must be clearly marked as to price and type. Food Vendors may not sell food not originally listed on the application without prior approval of the Market Manager.
9. All San Bernardino County and State Health Department regulations must be followed.
10. All food vendors shall use the sink provided by the Market to wash all equipment and utensils or provide their own Health Department approved sink.
11. All state and local requirements shall be met before a food vendor may sell at the Market. Food vendors must provide a copy of the following documents to the Market Manager and have on display, as applicable:
 - a. Current Retail Food Vehicle Permit or Temporary Event Permit, or other required permit from the San Bernardino County Health Department unless exemption criteria is met.
 - b. Seller's Permit from the State Board of Equalization
12. Priority consideration will be given to food vendors who make their own products, are local to the Market area, and use produce from Phelan Certified Farmer' Market producers.
13. Prepared food vendors must provide adequate facilities to keep hot and cold foods at prescribed temperatures as per San Bernardino County Health Department requirements.
14. Food Vendors are encouraged to use recyclable and/or compostable packaging and containers for processed and prepared foods..

VIII. ARTISANS

1. A prospective artisan shall complete and sign the "Vendor" Application and "Hold Harmless" agreement provided and present a copy of signed market rules and regulations.
2. Each artisan must have and present copy of a Seller's Permit from the State Board of Equalization and a County of San Bernardino Business Permit.
3. In accord with the "producer-to-consumer" philosophy, only an artisan (fine artist or skilled craftsperson) who designs and is involved in all aspects of production of her/his art work or craft work will be considered to sell under this designation. All interested artisans must first complete an application before being considered for acceptance by the Market Manager.
4. The Market selects for consideration only original art and applied crafts that are self-produced, hand- crafted and of high quality workmanship while avoiding too much duplication of any given category (fine art, jewelry, textiles, ceramics). Artisans must have created, sewn, constructed or otherwise fashioned from component materials the item(s) they sell. The component materials must be sufficiently modified from their original state to demonstrate true craftsmanship. No reproductions or mass-produced items allowed. Art or craftsmanship that is thematic with the Market is preferred.
5. Consideration will be given to the following qualifications when evaluating applications: Creativity, originality, and uniqueness; Quality of product; Skill and technical execution; Presentation and display; Farmers' market relatedness (farm/food, garden, ecological themes); Seniority and past participation.
6. Artisans previously accepted may be re-evaluated so as to maintain the high standards of the Market. Anyone who is rejected may reapply with new products. While a balance of

products is intended, the Market does not assure exclusive rights to any category or product.

7. All items in an artisan's line may be reviewed by the market manager and/or committee if Artisan committee is formed.

8. Current artisans must receive the approval of the Market Manager before selling any new products in the market. Any products offered for sale not listed on the application are subject to removal.

9. Products shall not compete with items made by producers from their own farm-produced materials.

10. Products designed by the artisan, and produced with the help of apprentices or employees may be sold providing that:

a. The artisan has complete control of the production by apprentices or employees, and

b. The artisan can provide documentation of their design work, proof of control of production, and receipts for raw materials used in the product sold. If requested, she/he must also show the Market Manager unfinished goods in progress, raw materials and tools used to create the product. The Market Manager reserves the right to visit the production site to verify compliance with these rules.

9. No resale of any items is permitted. The Market defines resale as using items not of his/her own production in an artwork. If using a commercial component in his/her own work, the artisan must substantially alter the item using great skill or technique and original design.

10. Artisans may be allowed to share booth space on a limited basis with Market Manager's approval. Each artisan must apply and receive approval separately prior to selling in the Market. Both artisans should be present at the Market. Limit two artisans per booth space.

11. Artisans who reside or do business in the immediate area of a Market will be given preference.

12. Artisans who create or demonstrate at the Market will be given preference.

13. The Market Manager reserves the right to determine on which Market days the artisan may sell and the rotation of artisans.

14. An artisan's application may be suspended if he/she has not sold at the Market for four consecutive weeks without notification to management. Artisans are accepted on a trial basis.

15. Previously admitted artisans who have not sold in the Market for over a 12-month period will be required to submit a new application.

16. Space reservations must be requested at least five days before the Market day.

IX. NON-PROFIT CORPORATIONS

1. A prospective Non-Profit Corporation shall complete and sign the "Vendor" Application. (See Section XII) and present a copy of signed market rules and regulations and "Hold Harmless" agreement provided.

2. Non-profit corporations may apply to sell select products on a limited basis.

3. Non-profit corporations may also apply for a stall space to publicize their services and/or activities. The Market Manager may authorize such use of stall space on a week-by-week, space available basis only.

4. Application for stall space shall be made at least five days before Market day.

5. Applicant shall provide proof of the organization's charitable, 501(c)3 non-profit status and his/her position as representative of that organization.

6. When only information is dispersed, no fee will be charged and no items, tangible or intangible, may be offered for sale.

7. When arts and crafts, prepared foods, or commercial goods are being offered for sale,

the non-profit must apply and be approved under the conditions described under the appropriate category in these Rules and Regulations. No items may compete with products offered for sale by producers, food vendors or artisans.

8. Any organization selling prepared foods must obtain a temporary event permit from the Health Department unless exemption criteria is met per Department of Health guidelines.

9. The organization shall provide all necessary furnishings for their space (refer to General Rules #14 "General Rules"). Required.

10. Organization representatives shall not interfere with Market operations by aggressively soliciting signatures, donations or attention. Such activities shall not block walkways or access to assigned stall spaces.

11. 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.

12. The Market prohibits proselytizing and/or campaigning for and against any ballot measure, political candidate or public office. This prohibition does not preclude any person or organization from conducting such activity during Market hours on public sidewalks or other public property adjacent to the Market. Violation of this prohibition may result in expulsion from the Market for the remainder of that Market day.

13. Non-profit corporations, whether dispensing information or selling, must comply with the Market Rules & Regulations, including Section V for all sellers.

X. ENTERTAINERS

1. A prospective Entertainer shall complete and sign the "Vendor" Application. (See Section XII) and present a copy of signed market rules and regulations and "Hold Harmless" agreement.

2. All entertainers at the Market must be pre-approved and scheduled by the Market Manager at least five days in advance.

3. All Entertainers are considered on an "as space allows" basis. Certain areas of the Market may be designated as a "no music" area and any musician setting up there may be asked to move.

4. All Entertainers perform at the discretion of the Market Management. The Market Management reserves the right to relocate or remove any entertainers.

XI. COMMERCIAL SELLERS

1. A prospective Commercial Seller shall complete and sign the "Vendor" Application. (See Section XII) and present a copy of signed market rules and regulations and "Hold Harmless" agreement provided and provide a copy of current sellers permit.

2. Commercial sellers selling select products may be permitted on a limited basis at the discretion of the Market Manager.

3. Commercial sellers may sell only high-quality products, approved by the Market Manager.

4. Because of the Markets "producer-to-consumer" philosophy, the Market Manager will be highly selective of products offered for resale. Items must be unique, well made, and conform to the overall atmosphere of the Market. No mass-market items will be accepted. No resale items may compete with items offered for sale by producers, food vendors or artisans.

XII. APPLICATION REQUIREMENTS

A. INSTRUCTIONS

1. Read and sign the Phelan Farmer's Market Rules and Regulations.
2. Complete vendor reservation form and hold harmless agreement.
3. Return completed forms with photocopies of required permits, licenses and other documents to the Market Manager
4. The Market Manager will acknowledge receipt of your application by Email (PDF), mail or telephone.

B. REQUIRED DOCUMENTS FOR ALL SELLERS AND ENTERTAINERS

1. All sellers, non-profits and entertainers must sign and return the signature page of the Phelan Certified Farmers Market rules and regulations to the Market Manager which acknowledges receipt by all sellers, non-profits, and entertainers of these Rules & Regulations.
2. General Liability Insurance – recommended only
3. Product Liability Insurance – recommended only
4. Any other licenses or permits required by seller category.

C. REQUIRED DOCUMENTS BY SELLER CATEGORY

1. CERTIFIED PRODUCER

Certified Producer's Certificate

Producers of fresh fruits, nuts, vegetables, shell eggs, honey, flowers and nursery stock must obtain a Certified Producers Certificate prior to selling such commodities at the Market. Such commodities must have been produced by the producer by the practice of the agricultural arts upon land that the producer farms and owns, rents, leases or sharecrops. **Any producer who sells produce that is not of his/her own production while claiming that it is will be permanently expelled from the Market.** A certificate is issued by the County Agricultural Commissioner which exempts a producer of fresh fruits, vegetables and nuts from standard size, standard pack, container and labeling laws and which permits the producer to transport and sell his/her produce at a Certified Farmers Market. The Certified Producer's Certificate must list San Bernardino County as an "authorized County" if the certificate was issued outside of SB County. Producers may be required to submit additional proof that they produce what they or their representatives sell.

CERTIFIED PRODUCERS AND PRODUCERS

Will be required to have based on product:

Apiary Registration, Avocado Exemption Permit or Proof of Inspection, Board of Equalization Permit, Boat Registration/Commercial Fish Business License, Commercial Fishing License, Employee Agreement Form Health Processing Permit(s), Milk Handler's License, Nursery License, Organic Registration and/or Certification, Scale Registration, Other supporting documents such as lease or partnership agreements, Any other licenses or permits required by regulatory agencies.

All the above documentation with the exception of the "Hold Harmless" agreement shall be visibly posted during Market hours.

2. FOOD VENDORS

- a. Public Health Operating Permit and other Department of Health Permits:
 - Temporary Event Permit (if you prepare and/or sample and sell foods at the Market site)
 - Food Vehicle Permit (if applicable).

- b. Selling Permit from the State Board of Equalization
- c. Product Liability Insurance. Copy to be submitted before selling at the Market.
We require that the Phelan Pinon Hills Community Services District be added to the policy as an additional insured.
- d. Pictures of product and booth set up and/or trailer and list of products to be sold.

3. ARTISANS

- a. Selling Permit from the State Board of Equalization
- b. Detailed written description of product and pictures of product and booth set up.
- c. Detailed written description of how and where the products are produced

4. NON-PROFIT CORPORATIONS

- a. Organizational Mission Statement and/or description of booth activity.
- b. Letter of Determination from the IRS stating tax-exempt status

5. COMMERCIAL SELLERS

- a. Selling Permit from the State Board of Equalization
- b. Product Liability Insurance with Phelan Pinon Hills Community Services District listed as additionally insured.
- c. List of products to be sold, pictures and pictures of booth set-up.

Appendix "A"

"HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY" AGREEMENT

I, owner of _____, whose address is _____ (hereinafter "Participant"), in consideration of being permitted to participate in any way in the Phelan Farmers Market ("Activity"), for myself for personal representatives, assigns, heirs and next of kin, agree as follows:

1. Participant acknowledges, agrees and represents that participant understands the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe or unhealthy, I will immediately discontinue further participation in the Activity.
2. Participant fully understands that: (a) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the releasees named above and below; (b) There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time and I full accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation in this Activity.
3. Participant hereby releases, discharges and covenants not to sue the Phelan Pinon Hills Community Services District ("District"), its administrators, directors, agents, officers, members, volunteers, employees, acting market manager, other participants, any sponsors or advertisers and, if applicable, owner and lessor of premises on which the Activity takes place (each considered one of the "releasees" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the participants or otherwise, including negligent rescue operations, and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement I, the participant, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify the District of any liability due to acts or omissions, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as the result of such claim.

By signing below, Participant hereby voluntarily agrees to participate in the Activity in a manner consistent with the instructions and directions of representatives from the District and irrevocably assumes all risks in connection therewith and extinguishes all rights and claims against the District as follows:

1 Participant, on behalf of Participant and Participant's descendants, ancestors, dependents, heirs, spouses, executors, administrators, agents, servants, employees, representatives, assigns, and successors ("the Releasers"), hereby fully, irrevocably, and unconditionally, releases and forever discharges the District, the Activity sponsors, and their respective predecessors, successors, affiliates, subsidiaries, parents, corporations, companies, and divisions, and each and all of their respective current and former officers, directors, administrators, assigns, agents, servants, stockholders, employees, insurers, attorneys, representatives, and successors ("the Released Parties") from any and all demands, damages, debts, liabilities, obligations, contracts, agreements, actions, causes of action, suits, judgment, liens, indebtedness, losses, costs, and claims of whatever nature, character, or description, whether known or unknown, anticipated or unanticipated, foreseen or unforeseen,

suspected or unsuspected, fixed or contingent, which Participant and the Releasors now have or may hereafter have or claim to have against the District and the Released Parties arising out of or related to the Activity and the administration and coordination thereof by the District.

2. Participant acknowledges that this Release was entered into voluntarily, and also expressly acknowledges that he/she has been informed and is familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Participant expressly waives the provisions of California Civil Code Section 1542, as well as any and all similar protections under the law, and further waives any rights that he/she may have to invoke said provisions now or in the future with respect to the releases set forth herein. Participant recognizes and understands that factors which have induced him/her to enter into this Release may turn out to be incorrect or different from what he/she had previously anticipated, and Participant expressly assumes all of said risks, including the risks of this waiver of California Civil Code Section 1542, and thus assumes full responsibility for any resulting liabilities.

In the event of an accident, injury, or illness, the District and its agents do not assume any responsibility or obligation to provide financial assistance or other assistance, including but not limited to, medical, health, or disability insurance, in the event of an accident, injury, illness, death or property damage. In the event of an accident, injury, or illness, the above stated and its agents will make every effort to contact parents/guardians immediately if necessary.

Further, Participant agrees to indemnify and hold harmless the District, its Board of Directors, and its officers, employees, and agents from any liability, loss, or expenses arising from Participant's participation in the Activity, including but not limited to any and all claims and/or litigation asserting that any acts, omissions, statements, or material furnished by me violated or infringed the rights of third parties.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____
Signature _____

Address: _____

City: _____ State: _____ Zip Code: _____
Phone: _____ Date: _____

Appendix "B"

Phelan Certified Farmers Market
Vendor Reservation Form

Please complete this form and turn in at market location or mail to
P.O. Box 294049 Phelan, CA 92329-4049
Attn. Rowena McDermott - Market Manager

Seller: _____

Mailing Address: _____

Telephone No: (____)____ - _____ **Email:** _____

Contact Person: _____

Type of Product sold: _____

Health Permit # (S.B. County): _____

Sellers Permit # (S.B. County): _____

Temporary Food Facility Permit No: _____
(for on-site food preparation)

Number of Booths Requested: _____
(10'x10' = one booth space)

Signed participant shall indemnify, defend, and hold harmless Phelan Certified Farmer's Market, its Board of Directors, market manager, agents, servants, employees, and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees arising from or in any manner connected to the willful misconduct or to the passively or actively negligent acts, errors, or omissions of Seller, its agents and employees, in connection with Seller's participation in Phelan Certified Farmer's Market and in the performance of services, work or activities under this Agreement and the Phelan Certified Farmer's Market Rules & Regulations. Seller acknowledges receipt of and agrees to comply with each and every rule, regulation, procedure, term and condition set forth in the Phelan Certified Farmer's Market Rules and Regulations including.

Signature _____ Date: _____
Organization _____
Contact Person _____ Phone: _____

Appendix "C"
NOTICE OF VIOLATION

Date _____ Violation No. _____ Name Business Name Address _____

This notice is being issued to you for the following reason(s):

This is a violation of Market rule # _ .

As a signatory to the Phelan Certified Farmer's Market Rules & Regulations, you have acknowledged and agreed to comply with all rules and regulations pertaining to your selling privileges at the Phelan Certified Farmers Market.

Please be advised that subsequent violations of Market rules could result in your suspension from the Phelan Certified Farmers Market. Violations will be removed after a 12-month period, if no new violations are issued.

First Violation – Warning

Second Violation – Warning

Third Violation – Suspension or permanent removal from the Phelan Certified Farmers Market

Signed: Market Manager Market Participant Action Taken

(Market Manager reserves the right to immediately remove vendor from Market based on severity of violation.)

Appendix "D"

Sampling Guidelines for the Certified Farmers' Market

Sampling guidelines have been set by the San Bernardino County Health Department and must be followed. To be allowed to sample you must have a complete sampling set-up and follow sampling procedures as follows:

Sampling Set-up

- a. Water container with a downward-facing spout (for hands and produce washing)
- b. Non-absorbent cutting board
- c. A knife used exclusively for sampling
- d. 1% chlorine solution for sanitizing the cutting knife
- e. Liquid pump soap dispenser (bar soap is not acceptable)
- f. Single use (paper) towels
- g. Sneeze guard cover for cut samples
- h. Toothpicks or skewers for handing out samples
- i. Bucket to catch wash water

Sampling Procedures

- a. All produce must be washed before cutting.
- b. Samples must be cut out of reach of customers.
- c. Cut samples must either:
 1. Be kept covered out of reach of customers and handed directly to the customer on a toothpick or with tongs or
 2. Be kept under a sneeze-guard type of sampling apparatus with toothpicks.
- d. A covered trash can must be available for discarded samples & toothpicks.
- e. Hands must be washed before cutting samples. Plastic gloves may be worn but they do not replace hand-washing requirements.
- f. Bucket containing wash water must be disposed of in a public sewer system or taken home for disposal. Wash water may not be dumped into planters or storm drains.

Appendix "E"

Responsibilities of Artisan Review

At the Market Manager's discretion, an Artisan Review Committee may be formed to advise the Market Manager on adherence to Market rules with regard to the Artisan section of the Market. Additionally, the Artisan Review Committee will advise the Market Manager on the qualifications of new applicants into the Market.

In the instance that new artisan applicants are reviewed by the Artisan Review Committee, consideration will be given to the following qualifications:

Creativity, originality, and uniqueness
Quality of product
Skill and technical execution
Presentation and display

Farmers' market relatedness (farm/food, garden, ecological themes)
Seniority and past participation.

Additionally, artisans who reside or do business in the immediate neighborhood of Phelan Certified Farmer's Market and artisans who create or demonstrate at the Market will be given preference.

Appendix "F"

Time, Place, and Manner Rules

At the discretion of the Market Manager, Phelan Certified Farmers Market allows community organizations and information groups to be present at the Market in a designated area. That area will be determined and assigned by the Market Manager. All interested parties requesting such a space should check with the Manager before setting up for proper placement. Nonprofit corporations with 501(c)3 status can apply for table space through normal market application procedures.

Groups/individuals must abide by the following rules while at Phelan Certified Farmers Market:

1. Individuals or groups may not interfere with Market operations by aggressively soliciting signatures, donations or attention. Such activities may not block sidewalks or access to assigned seller stall spaces.
2. All individuals or groups must stay within the designated area. At no time may representatives walk through the Market handing out information.
3. Groups are allowed space in the Market for informational purposes only. No sale of items is allowed. Any groups conducting fundraising must provide proof of the organization's charitable status and of the individual's position as a representative of the organization.
4. Individuals or groups must accept the spaces assigned to them by the Market Manager.
5. Each organization or individual must prominently display its name and must comply with all applicable Market rules.
6. 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.
7. The Market prohibits proselytizing and/or campaigning for and against any ballot measure, political candidate or public office. This prohibition does not preclude any person or organization from conducting such activity during Market hours on public sidewalks or other public property adjacent to the Market. Violation of this prohibition may result in expulsion from the Market for the remainder of that Market day.
8. Yelling, swearing, name-calling, slanderous remarks and other rude behavior will not be

tolerated. Any behavior or language considered to be deleterious to the normal operation of the Market will be grounds for expulsion from the Market .

The Board of Directors has authorized the Market Manager to enforce the above rules. Violation could mean expulsion from the Market. The Market cannot endorse the opinions or positions of any group or individual. Questions regarding these rules should be directed to the Market Manager.

Appendix "G"

Acknowledgement of the Phelan Certified Farmers Market Rules and Regulations

I HAVE READ AND AGREE TO ABIDE BY THE PHELAN CERTIFIED FARMERS MARKET RULES AND REGULATIONS

Signature _____ Date: _____

Name _____ Phone: _____

Organization _____

Market Contact Person: Rowena McDermott

Phone: (760) 412-9746

Return acknowledgement to: Phelan Certified Farmers Market, P.O. Box 294049, Phelan, CA 92329-4049