

14. **Organic Products.** Producers who wish to use the term “organic” must follow all relevant state and federal laws regarding the use of this term. All produce that is labeled as being “organic” must be listed as such on the farmer/producers organic certification. **Producers may not post signs or verbally indicate to Market customers that their products are “sustainably produced” or “pesticide free” as the Market has no way of verifying these claims.**

Initials

15. **Products.** Before bringing any new product into the Market, vendors must first obtain permission from the Market Board. The request to sell a new product should be made through the Market Manager or the Market Executive Director (“Executive Director”) either in person, by telephone, via email or in writing. New products will be permitted depending on the needs of the Market as determined by the Market Board or its representative. In addition, **all products sold at the Market must be produced in the State of California. Any product not produced in California must be pre-approved by the Board of Directors. Failure to obtain pre-approval could result in removal from the Market.**

Initials

16. **Compliance with Section 1392.4 of the California Code of Regulations.** All producers must abide by the direct marketing rules as set forth in Section 1392.4 of the California Code of Regulations.

Initials

17. **Second Certificates Not Permitted as of January 1, 2011.** As of January 2011, all new producers to the Market may sell only that produce which was grown by the producer on their property. No producer will be permitted to sell produce grown by another producer.

Initials

18. **Competing Products.** Retail food vendors cannot sell items that compete with farmer/producer products.

Initials

19. **Containers.** All prepackaged food containers must be properly labeled according to local, county, and state health department rules and regulations and federal department of agriculture rules and regulations where they apply, and must accurately identify the contents of the container, contain the address and contact information of the producer, and have an expiration date as required by law.

Initials

20. **Scales.** All scales and other weighing devices must be properly sealed and approved by the relevant government agency. The Market reserves the right to audit the accuracy of all devices.

Initials

21. **Pricing.** Prices must reflect the quality of the items being sold. The Market Manager and Market Board reserve the right to inspect each vendor’s products at any time to judge their quality, the appropriate price for that product, and the accuracy of the vendor’s records regarding the product.

Initials

22. **Audits.** The Market Board and Market Manager reserve the right to perform vendor audits at any time and at their discretion, including but not limited to financial audits, quality and pricing audits, weight device audits, and certificate and legal compliance audits. Vendors found to be reporting their sales inaccurately will be given one warning. Continued failure to report sales accurately will result in the vendor being expelled from the Market. Any new vendor participating in the North Hollywood Farmers after December 1, 2021 will be subjected to the following Booth Fee \$40 (plus \$2 for the state fee) or 10% whichever is higher. (Excluding agriculture)

Initials

23. **Complaints.** Complaints that are received by the Market Manager, the Executive Director, or Market Board will be considered and in certain cases may constitute grounds for expulsion from the Market. In the event a complaint is received that the Market Board or Manager deems credible and significant, the vendor against whom the complaint was lodged will be notified in writing as to the specifics of the complaint. Significant complaints include, among others, complaints related to discrimination, harassment, violent, rude or inappropriate behavior, cheating, poor quality, and non-compliance with Market rules. The Market Board has sole discretion as to the timing and level of remediation, should remediation be required.

Initials

24. **Clean Up.** Vendors are required to clean up their own spaces and haul away any trash at closing time. Vendors shall not deposit trash in any trash receptacles owned by the Market or the city. Any vendor who fails to clean up their area will be assessed, at the discretion of the Market Board or Manager, a clean-up fee of no less than twenty-five (\$25.00).

Initials

25. **Smoking and Alcohol.** No smoking is allowed within the boundaries of the Market at any time, including the sidewalks on the north and south side of Bakman ave or within the vicinity of the Market, Consumption of alcohol and illegal drugs is also prohibited.

Initials

26. **Legal Compliance.** Each vendor must display all current certificates, permits, licenses, and other required paperwork in plain sight. Vendors will be individually responsible for complying with all local, state and federal laws and regulations regarding the sale of their products at the Market.

Initials

27. **Sales Tax.** Vendors whose products are subject to California State sales taxes shall be responsible for collection and payment of these taxes to the appropriate agency. The Market accepts no responsibility for unpaid sales taxes.

Initials

28. **Permits.** Food vendors must provide the Market with health permits for the processing facility where their products are produced. Farmers/Producers must provide the Market with a current agricultural department

certificate. Vendors will not be allowed at the Market with expired certificates. In addition, the Market must be provided with a description and sample of the food being sold.

Initials

29. **Insurance.** Each vendor must provide the Market with a current certificate of insurance listing the NoHo Farmers Market. The minimum policy limit shall be one million dollars. Certain non-profit and Community based organizations, at the Market Board's or their representative's discretion, and in lieu of a certificate of insurance, may be permitted to sign a "Hold Harmless Agreement" indemnifying the Market against any liability that may arise as a result of the organization's participation at the Market. Vendors will not be allowed at the Market with expired insurance certificates.

Any new vendor participating in the North Hollywood Farmers after December 1, 2021 will be subjected to this rule.

Initials

30. **Violations of These Rules.** The Market Board, the Executive Director and the Market Manager, in his or her capacity as a representative of Market Board, has the right to issue warnings, citations, suspensions and notices of expulsion to vendors who violate these Rules. If, after a vendor receives a written warning, citation, or suspension, that vendor continues to violate these Rules, the vendor may be expelled from the Market.

Initials

31. **Vendor Rights and Guarantees.** The Market Board reserves the right to terminate a vendor's privileges to sell at the Market at any time and for any reason.

Initials

32. **Fairness and Equity.** The Market Manager and the Market Board will apply all Market Rules in a fair and equitable manner.

NoHo FARMERS MARKET RULES

Updated November 2021

- 1. Vendor Application.** Vendors interested in participating in the North Hollywood Farmers Market ("Market") must complete the Market's Vendor Application Form, and return the form to the NoHo Farmers Market Manager ("Manager").
- 2. Vendors.** The Market is comprised of five types of vendors: farmer/producer; non-farmer/producer food-based products; artisan crafts persons; non-profit and community based organizations; and children's entertainment. Farmer/producer is defined as a person or entity with proper proof that he, she or it is selling food or agricultural products grown, caught, collected, or raised by the person selling the product. All vendors must be based in California.
- 3. Vendor Contact Information.** All vendors must provide the Market Manager with accurate information regarding the location of their farm or business, a working telephone number and email address, social medias (when possible). It is the vendor's responsibility to notify the Market Manager as to any changes in this information in writing.
- 4. Admission.** Producers are admitted in the Market based on, including but not limited to, the following considerations:
 - o Unmet consumer demand at the Market;
 - o Overall crop mix at the Market;
 - o Number of vendors with similar products;
 - o Past regulatory difficulties;
 - o Fair and competitive pricing
 - o Whether or not the product is produced in the State of California
 - o Whether or not the product is handcrafted.
 - o Availability of product/service within the local area.
- 5. State Fees.** As required by the State of California Food and Agricultural Code Section 47021, all applicable farmers/producers and all vendors in the non-certified/community events section must pay two dollars (\$2.00) per certificate or space each week they sell at the Market. This fee will be collected at the end of each Market day.

Initials

- 6. Market Fees.** Farmer/producers in addition to the state agricultural fees, shall pay the Market three percent (3%) of all gross proceeds on a weekly basis. All other vendors, with the exception of non-profit and community based organizations, shall pay the Market Forty two dollars (\$42.00) or 10% whichever is greater, per week. Non-profit and community based organizations are permitted at the Market at no charge. Vendors shall truthfully and completely fill out the weekly load sheet provided by the Market and pay all appropriate fees to the Market Manager at the end of each Market day, unless otherwise provided for by agreement.

Initials

- 7. Hours of Operation.** The official hours of the Market are every Saturday from 9:30 a.m. to 2:30 p.m. year round. The Market will be closed the last Saturday of the Year, or the first Saturday of the year if January 1 falls on a Friday/Saturday/Sunday. The Market will be closed on December 25 if it falls on a Saturday. The Market is open for Easter, the Saturday after Thanksgiving is closed. **Vendors must have**

their vehicles off the street by 8:45am, must be in place in their assigned space by 9:00 a.m. and must be completely set-up and ready to sell promptly at 9:30 a.m. Vendors who violate this rule will be cited, and, at the discretion of the Market Board, any vendor who receives more than two citations may be fined and/or expelled from the Market.

Initials

8. **Attendance.** Vendors who are unable to attend the Market on any given date must inform the Market Manager no less than three (3) business days prior to the scheduled absence. Exceptions will be made for extreme weather and unforeseen emergencies. However, vendors must contact the Market Manager as soon as possible if these circumstances exist. Failure to comply with this rule may result in expulsion from the Market.

Initials

9. **Extended Absence From the Market.** Vendors who will be absent from the Market for a period of more than one week must remit their request for an extended absence and the dates of their absence in writing to the Market Manager. Please note, that should the absence be for a significant period of time, three (3) weeks or more, the Market does not guarantee that the Vendor will be admitted back into the Market.

Initials

10. **Spaces.** Spaces will be assigned by the Market Manager. Vendors may not change location without prior approval from the Manager. Spaces, including tables, overhead shade and vehicles must be maintained in a clean and safe manner. Each vendor must provide its own fire-retardant overhead shade appropriate to the size of their space, a prominent banner with the vendor's name, display tables and seating if required and canopy tie-downs/weights in case of severe wind conditions. All spaces must maintain a twenty (20) foot frontage clearance for passage of safety vehicles. On occasion it will be necessary to move a vendor from one location to another.

Initials

11. **Vendor Vehicles/Parking.** Vendors may not park their vehicles behind their booth unless they have prior authorization from the Market. Any disputes regarding the parking of vehicles shall be resolved by the Market Manager and each vendor must abide by the Manager's decision. Failure to comply with the Manager's decision may result in expulsion from the Market. Vendors and staff must park their vehicles on the street outside of the Market and are not permitted to park in any of the Market's parking lots.

Initials

12. **Name and Product Display.** Each vendor must prominently display its name in its space and must clearly mark all products and prices in a manner that can be clearly read by consumers.

Initials

13. **Food Displays.** All food must be kept a minimum of six inches from the ground, be handled in a healthful manner, and must comply with all local, state and federal health and safety rules and regulations.

Initials