

REDLANDS CERTIFIED FARMERS' MARKET RULES

CERTIFIED FARMERS' MARKET AUTHORIZATION

1. The Redlands Farmer's Market is a certified farmers' market operating in accordance with regulations established in the California Code of Regulations, Title III, Division 3, Chapter 1, Subchapter 4, Article 6.5, Direct Marketing. This market is subject to all pertinent local, state and federal regulations and laws. All participating farmers are expected to be familiar with the provisions of the Direct Marketing Regulations.

MARKET LOCATION - STREET CLOSURE

2. The location of the Redlands Certified Farmers' Market (Market Night) is East State Street, between Sixth and Seventh Streets, Downtown Redlands, California. The Redlands Farmers' Market **hours are Thursdays, from 6:00 p.m. to 9:00 p.m. Summer** (Memorial Day through Labor Day) market hours are extended to **9:30 p.m.**

The streets are officially closed at 5:30 p.m. **Producers are not allowed to block parking spaces, unload or set up prior to the initial street closure at 5 p.m. At no time may a producer or vendor interfere with local business.** Vehicles parked on the street are not required to move until 5:30 p.m. If a producer space is clear, set up may be initiated. Producers may begin selling as soon as they are set up.

PRODUCER

3. Producer is defined as anyone growing any agricultural product not certifiable as above, but with appropriate proof of Producership. Products which are considered non-certifiable agricultural products include processed products from certified agricultural products such as:
 - a. Juices
 - b. Olives
 - c. Jams and jellies
 - d. Dried fruits
 - e. Shelled and roasted nuts
 - f. Fish and shellfish from aqua-culture
 - g. Livestock products
 - h. Other processed agricultural products.

CERTIFIED PRODUCER

4. Certified Producer is defined as anyone who is growing agricultural products which are certified by the California Department of Food and Agriculture (CDFA), and who has a Certified Producer's Certificate as proof of Producership. Certified agricultural products are:
 - a. Fresh fruits

- b. Fresh vegetables
- c. Unshelled nuts
- d. Shell eggs
- e. Honey and apiary products
- f. Cut flowers
- g. Nursery stock

CERTIFIED ORGANIC PRODUCER

5. Certified Organic Producer is defined as anyone who is a member of an organic certification program such as California Certified Organic Farmers (CCOF), Cooperative of California Organic Growers (CCOG), or Demeter. Certified Organic Producers pay an organic inspection fee and are authorized to display specific signage indicating membership in the organic certification program to which they belong. In addition, all producers wishing to claim “organic” production must be registered as an organic producer with their County Agricultural commissioner’s office and must post a copy of their organic registration form at their stand. All organic producers must also post the following language at their stand “Organically grown in accordance with the Organic Foods Act.”

PRODUCERS AND PERMITS

6. Producer or Certified Producer is defined as anyone with proper proof that they are selling what they caught, grew, collected or raised. In addition, a family member or salaried employee can sell for a Producer or Certified Producer. No commission sales, produce brokers, or resale are allowed by Producer or Certified Producer or any other person. Any Producer or Certified Producer who sells produce not of his/her own production while representing it as such shall be permanently expelled from the Redlands Farmers’ Market.

Each Producer or Certified Producer must obtain a copy of their Certified Producers Certificate listing San Bernardino County as an “authorized county” if the certificate was issued outside of San Bernardino County.

7. The Market Manager may require the Producer or Certified Producer to provide supporting and additional documentation as needed. All leases and agreements between market participants and third parties that pertain to market activity must be made available upon request to the Market Manager and be appropriately documented.

Partnerships between farmers for marketing purposes only will not be permitted. Partnerships between farmers must satisfy any or all of the following criteria:

- a. Control of growing ground as evidenced by a lease signed by the Certificate holder as lessees.
- b. Partners shall not be farmers who have been denied entry into the market for any reason (i.e. violations, excess crop).
- c. Partners shall not be farmers who are using the market to sell produce culls.
- d. Partnerships shall not be formed or re-formed on a frequent basis to artificially prolong a grower’s selling season.

8. In order to participate in the Redlands Farmer's Market, all Producers and Certified Producers shall obtain, where applicable, the following documentation as proof of Producership:

All Producers Must Have:

- a. Photocopy of Certified Producers' Certificate listing San Bernardino County as an "Authorized County"
- b. Signed Hold Harmless Agreement

In Addition To Above, Some Producers Must Have:

- a. Board of Equalization Permit, listing market location for business
 - b. Health Permit
 - c. License(s)/Processors'/Receivers' License
 - d. Apiary Registration
 - e. Avocado Exemption Permit or proof of inspection
 - f. Processed Foods Reporting Form
 - g. Grower Authorization (if selling for another producer)
 - h. Employee Authorization Letter
 - i. Organic Registration
 - j. CCOF or CCOG Registration
9. All of the above documentation with the exception of the "Hold Harmless" agreement shall be posted in front of or within the grower space. Separation of commodities and certificates is required if selling for other certified producers. A copy of all documentation shall be made available to and kept on file with the Market Manager.
10. All participating producers are responsible for keeping their proof of producership documentation current and valid.

ADMISSION OF PRODUCERS

11. Producers and Certified Producers with appropriate documentation shall be considered for participation in Redlands Farmers' Market based upon the following criteria:
- a. Market History: based upon applicant's history of violations of local or state Direct Marketing rules.
 - b. Seniority: based upon the length of time the individual has participated in the market or has been on the waiting list.
 - c. Length of Stay: growers of short season specialty crops receive higher priority than growers of year round crops. Short-season crops change frequently and allow a maximum number of farmers access to selling space.
 - d. Residence: in general, growers from the Redlands-Yucaipa-Loma Linda-Highland area may be given priority for selling space.

ADMISSION OF PRODUCTS

12. Products are admitted to the market with adequate variety to ensure a wide product mix and to fulfill

consumer demand. Products are admitted to the market under the same conditions as “a” through “d” above, as well as:

e. Desirability and Quality of Crop: unique, “one of a kind” crops or crops of exceptional quality will be given extra consideration when an adequate commodity mix exists in the market.

GENERAL OPERATING PROCEDURES

13. Farmers and their representative are expected to conduct themselves in a safe and courteous manner at Market Night. Any behavior or language considered harmful to the normal operation of the market will be grounds for expulsion from Market Night, with reinstatement to be based upon review by market management.
14. **Stall Fee:** Each producer shall pay **eight percent (8%) of his/her gross sales** to the Market Manager at the end of each market.
15. Gross sales are to be declared on a load sheet. All load sheets must be completely filled out as to commodities brought in, commodities sold, and income per commodity. Market management will monitor sales reporting as necessary to check for accuracy.
16. Producers will be individually responsible for conformance to local, state and federal laws. State sales tax shall be collected by Producer on non-food items. All Producers selling taxable items must display a Board of Equalization permit listing the market location.

SELLING SPACE

17. New Producers wishing to attend the market must contact the Market Manager to reserve a space, if one is available. Spaces are assigned to local farmers first. Special consideration may be given to producers with seniority, short-season and/or specialty crops. The manager may determine when any particular commodity is in excess or in demand and assign space accordingly. Final decision for space assignment rests with the Market Manager.
18. No Producer can sell at two separate spaces within the market with the same proof of producership.
19. Producers are required to maintain their individual selling space in a clean, safe and sanitary manner. Produce trimmings shall be swept up and placed in a box or bag. **Producers are responsible for bagging and removing their own trash from the downtown area at the close of the market. Producers cannot leave any garbage or empty boxes.**
20. During market hours, the Proof of Producership (as defined above) shall:
 - a. Be posted within area of assigned space;
 - b. Be current;
 - c. List San Bernardino County as “Authorized County;”
 - d. List commodities offered for sale.
21. Grower’s space is defined as the street area occupied by his/her vehicle and display. No portion of a producer’s truck or display may extend into the fire lane.

22. Growers who will not be attending the market must notify the Market Manager at least one week prior to the date of absence, unless special arrangements are made with management. Growers who cannot attend the market due to unforeseen circumstances such as illness or vehicle breakdown must contact the Market Manager within 24 hours after market day to confirm a selling space for the following week.
23. Market management tries to keep each selling space occupied each week. New growers will be assigned the selling spaces of growers who have notified management of an absence. **Any grower who skips a market without prior notification or reasonable cause for absence, thereby leaving a selling space empty, may lose his/her selling privileges.** Repeat absences, regardless of their cause or if notification was provided, may, at the discretion of the Market Manager, result in the temporary or permanent loss of the selling space.
24. Food stamps are accepted by this market, and must be accepted by each Producer. Under no circumstances may you return coin change of more than ninety nine cents (.99). The Market Manager will assist you in making change in food stamps for larger amounts. **You may only redeem food stamps which you have collected at this market.**

EMPLOYEES

25. All Certified Producers and Producers utilizing employees must have a letter of authorization on file with the San Bernardino County Agricultural Commissioner's office and with the Market Manager naming those employees authorized to sell at the Redlands Market. An employee is defined as any person with the exception of members of the Producer's immediate family. Immediate family is defined as the Producer's parents, children, grandparents, grandchildren and in addition, any other family member regularly residing in the Producer's household.
26. An employee may sell for one additional certified producer in any 12-month period or for two additional certified organic producers provided that the grower for whom the employee works has obtained Manager's permission to sell for other growers. Employees may not reserve space for a grower. Space reservations are made only between growers and management.

Employment authorizations must be available with proof of producership.

CONDITIONS: PRODUCERS SELLING FOR PRODUCERS

27. A Certified Producer may sell for one other Certified Producer in any 12-month period. The absentee Certified Producer must apply to and obtain permission from the Market Manager before being allowed to participate in the market. Absentee Certified Producers will not be permitted to participate in the market if the crop(s) they are offering for sale are:
- a. already in adequate supply in the market;
 - b. if other producers are waiting to sell those product(s);
 - c. if the crop offered for sale is of poor quality.

If an absentee grower is unable to verify his/her sales on any market day, he/she will not be permitted to participate in the Redlands Farmers' Market.

In the case of cut flowers and nursery stock, a Certified Producer may only sell items of his/her own production.

28. When one Certified Producer is selling for another Certified Producer, both Certificates shall be available and produce should be separated so as to be identified by Certificate. The absentee grower's letter of authorization must also be available upon request.
29. The Certified Producer who is selling must also sell agricultural products of his or her own production.
30. A Certified Organic Producer may sell for up to two other certified organic producers. The absentee Certified Organic Producer must meet the same conditions under which a Certified Producer may sell for another Certified Producer.
31. An absentee grower may sell via one designated producer only.
32. Processed foods must be validated with documentation where necessary. A health permit may be required on any vehicle transporting processed foods that requires special handling as defined by the San Bernardino County Health Department. Producers of processed foods must be in compliance with all pertinent state and county Health Department requirements, including any and all documentation for the handling, processing and sale of processed foods.

PRICING, PACKAGING AND LABELING

33. All closed or sealed containers must be labeled with: contents (if product is not readily identifiable), weight, name, address, and zip code of the Producer. If the package contains six items or less and items are visible and sold by count, a quantity statement is not required.
34. All Producers utilizing a weighing device (scale) must have the scale tested and sealed within the previous twelve months. It is the Producer's responsibility to register scales and pay any fees associated with registration.
35. Prices must be posted and clearly legible. Collusion among Producers to set price or exertion of any influence, pressure, or persuasion to cause a Producer to set price is strictly forbidden by state and federal laws.
36. No producer may use the term "organic" either in written or verbal claims, unless the following language is posted: **Organically grown in accordance with California Organic Foods 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. A market violation will be issued to anyone who falsely advertises "Organic" growing practices, either in written or verbal forms.
37. Any Producers claiming "No Pesticides" must post an Applications Use Permit immediately adjacent to the "No Pesticides" sign, listing any applications, such as fertilizer, used on the crops. The words "No Spray" are not permitted in any signage. A market violation will be issued to anyone claiming "No Pesticides" without meeting the above state requirements.

QUALITY

38. All commodities are subject to inspection at any time by the Market Manager. All produce must meet minimum grade requirements, and must represent a “field run” or better quality range. Any container containing culls only will be removed from sale, with a warning issued unless the grower is offering the same product at a “field run” standard or better. Any product not meeting USDA minimum standards may not be sold at any price at the market.
39. All containers of produce offered for sale must not exceed California Department of Food and Agriculture tolerance for spoilage or waste. A market violation for poor quality will be issued to growers offering containers of produce in excess of tolerance.

SAFETY

40. Producer vehicles, tables and overhead canopies must be maintained and used in a safe manner. Legs must be firmly locked into place on the canopy. Tables must have smooth edges and remain stable when loaded with produce. Canopies 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.
41. By determination of Market Management, removal of canopies may be required at any time during market hours due to unsafe conditions. Canopy removal shall take precedence over sales activities. Frame assemblies may remain in place as long as they are secured.
42. All Producers must comply with the Market Safety Program, which requires:
- a. No display tables filled over capacity;
 - b. Produce arrangements are stable and not ready to fall;
 - c. Legs of tables are secure and not caving in;
 - d. All connecting rods of the canopy set-ups are secure in their fittings;
 - e. Canopy assemblies are tied or weighted down;
 - f. No pets or selling of animals;
 - g. All lights and extension cords are secure and free of damage.
43. Upon entering and leaving the market site, Producers must replace barricades. If a Producer arrives after the market has started, his/her vehicle must be escorted into the market by the manager or a market volunteer.

MARKET VIOLATIONS

44. The Market Manager and any other agent assigned to do so, has the right to issue warnings and take appropriate action against participating Producers who violate these rules and all other applicable regulations and laws. Failure to comply with market rules may result in the privilege of Producer’s participation in the Redlands Farmer’s Market being revoked. Growers will be issued written notices of violations of market rules, with the following schedule of penalties:

First Violation: Warning

Second Violation: Warning; possible suspension

Third Violation: Suspension from market

Additional violations may result in permanent revocation of grower's selling privilege.

45. Management allows customers the opportunity to file complaints against growers regarding customer service, policy violations and product quality. These complaints shall be verified by Market management. If a customer complaint is justified, the grower is subject to a written warning, following the same penalty schedule listed above.
46. Any Producer wishing to appeal a suspension or expulsion from the market may submit in writing his/her reasons for retaining selling space in the market to:

Downtown Redlands Business Association
Market Night Committee
PO Box 3005
Redlands, CA 92373
47. All producers participating in the Redlands Farmer's Market shall be on probation for a period of two months from date of entry. Producers who consistently fail to comply with market rules and regulations may be subject to suspension or expulsion from the market.
48. Market rules are formulated for the Redlands Market Night by market management, and will be applied in a fair and equitable manner.

Redlands Market Night Certified Farmers Agreement

Business Name: _____

Certified Producer Name: _____

Address: _____ City, State, Zip: _____

Day/Evening Telephone: _____

County in which Certified: _____

Months Available to Sell: _____

List of Crops: _____

1. Producer shall indemnify, defend and hold harmless City of Redlands, its City Council, boards, commissions, officers, agents employees and volunteers from and against all losses, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's 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 negligence acts, errors or omissions of Producer, its agents and employees, in connection with Producer's participation in the Redlands Market night, and in performance of services, work or activities under this agreement.
2. Producer agrees to comply with each and every rule, regulation, procedure, term and condition set forth in the Redlands Farmers' Market Night Rules ("Rules") attached hereto and incorporated herein by reference, and Producer hereby acknowledges receipt of such rules.

I hereby state that I have read, understand and agree to follow all rules, regulations, and procedures outlined in the Redlands Farmers' Market Rules. I understand that failure to comply with said rules may result in the privilege of my participation in the Redlands' Farmers Market being revoked. Further, I understand that it is my responsibility to comply with all Local, State, and Federal Regulations and Laws. I agree that all information stated on the application above is correct and true.

IN WITNESS WHEREOF, this Agreement is executed this _____ day of _____, 200____.

Certified Producer's Signature

Address

City

Zip