



RULES & REGULATIONS

(Revised 09/10/2018)

The Claremont Forum
586 W. First Street
Claremont, CA 91711
909-626-3066
www.claremontforum.org

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APPENDIX A. MARKET FEE SCHEDULE

I. DEFINITIONS

Artisans	A person or entity that creates artwork, crafts, or other distinctive nonagricultural products offered for sale at the Market.
CCR	California Code of Regulations. Unless otherwise stated, all CCR references in these Rules are contained within the Direct Marketing provisions set forth in Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5, § 1392, et seq.
Certified Producer	A Producer authorized by the county agricultural commissioner to sell agricultural products directly to consumers at a CFM. 3 CCR § 1392.2(e).
CFM	Certified Farmer’s Market. 3 CCR § 1392.2(a).
Farmers	Producers & Certified Producers, collectively.
Forum	The Claremont Forum, a 501(c)(3) non-profit organization serving the City of Claremont and its neighbors by promoting individual and social well-being.
Market	Claremont Farmers & Artisans Market, including both a CFM and an adjacent Community Section for Artisans.
Patrons	Members of the public who attend the Market.
Producer	A person or entity that produces agricultural products by practice of the agricultural arts upon land they control. 3 CCR § 1392.2(d).
Rules	The Rules & Regulations of the Market. 3 CCR § 1392.2(p).
Vendors	Artisans and Farmers, collectively, who participate in the Market. Unless otherwise stated, all Vendor references in these Rules include the Vendor’s employees, coworkers, helpers, and agents.

II. GENERAL INFORMATION

The Claremont Farmers & Artisans Market (Market) is a Certified Farmer’s Market (CFM) where Producers and Certified Producers sell agricultural products directly to consumers. 3 CCR § 1392.2(a). The Market is regulated by the Los Angeles County Agricultural Commissioner in accordance with the California Code of Regulations (CCR) Direct Marketing provisions set forth in Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5, § 1392, et seq. To ensure food safety, the Market is also regulated by the County and State Departments of Environmental Health. ***The Market and all Vendors are subject to these Rules and all applicable federal, state, county, and city statutes, rules, regulations, ordinances, and orders.***

The Market provides an outlet for Farmers to sell their agricultural products directly to consumers without meeting the usual size, standard pack, and container requirements for such products. 3 CCR § 1392.1(d). However, all agricultural products must meet minimum federal and state maturity and quality standards. The Market is committed to local, sustainable, and conventional/organic agricultural and food production, and supports these values by inviting Farmers who share this philosophy to participate in the Market.

All Farmers are expected to be familiar with and abide by the provisions of applicable agricultural regulations, health department regulations, and these Rules.

Although state regulations prohibit the sale of nonagricultural products in an area designated as a CFM, certain up to eight (8) local Artisans each month are invited to sell their products at the Market in an area adjacent to the CFM known as the Community Section. All Artisans are expected to be familiar with and abide by the provisions of applicable state and local regulations and these Rules.

III. GOVERNANCE

The Market is sponsored and operated by The Claremont Forum (Forum), a 501(c)(3) non-profit organization located at:

The Claremont Forum
586 W. First Street
Claremont, CA 91711
909-626-3066
www.claremontforum.org

The Forum, its Board of Directors, Market Manager, Artisan Coordinator, other employees, and all designated agents shall implement and enforce these Rules and their underlying governing principles in a fair and equitable manner. The Market Manager is the on-site representative of the Forum, responsible for the safe and effective operation of the Market, and for implementing and enforcing all Rules in a fair and equitable manner. 3 CCR § 1392.2(o). Any Forum Board member may be directly emailed by clicking on his/her name at www.claremontforum.org/board-of-directors. The Forum or Market Manager may amend, modify, suspend, or delete one or more of these Rules at any time, with or without notice.

IV. MARKET DATE, LOCATION, & TIME

The Market operates every Sunday, year-round, rain or shine, from 8:00 a.m. until 1:00 p.m. The Market is located on Harvard Avenue, between Bonita Avenue and First Street, in the heart of the Claremont Village.

V. QUALIFIED VENDORS & PRODUCTS

A. General:

Subject to the specific requirements set forth below, Vendors must be qualified *before* they can participate in the Market. Note that simply *qualifying* to sell at the Market does *not* automatically ensure a Vendor's *participation*. Qualified Vendors must submit an application to sell at the Market, and this application must be approved either by the Market Manager for Farmers or by the Artisan Coordinator for Artisans. Once approved, selling privileges at the Market are week-to-week and may be suspended or terminated at any time by the Market Manager. *The Market may require that Vendors file new applications annually.* Qualified Vendors that are not invited to participate in the Market at the original time of application will be placed on a waiting list for 12 months and will be reconsidered as space becomes available.

B. Farmers:

1. **Documents.** Qualified Farmers must possess the following:

- a. General Liability Insurance Policy (\$1million/\$2million)
 - b. Growers/Producer’s Certificate
 - i. Avocado License (if selling avocados)
 - ii. State Egg License (if selling eggs)
 - iii. Nursery Stock License (if selling live plants)
 - iv. Apiary Registration (if selling honey)
 - c. Farmers Market Environmental Health Facility Permit (if selling pre-packaged food)
2. **Products.** Qualified Farmers shall offer for sale one or more of the following:
- a. **Certified Agricultural Products**, defined as products which are grown by a Certified Producer and certified under the jurisdiction of a county agricultural commissioner relative to inspection and verification of compliance with CCR Direct Marketing provisions. These include fresh fruits, nuts, vegetables, shell eggs, honey, cut flowers and nursery stock. 3 CCR § 1392.2(l). Certified agricultural products may only be sold by the Certified Producer thereof unless the Market Manager approves a Second or Third Certificate for agricultural products that are not otherwise available for sale at the Market from a direct producer of such products. The owners – *and the owners only* – of the second or third certificates must apply directly to the Market Manager prior to approval.
 - b. **Noncertifiable Agricultural Products**, which include: (a) Certified Agricultural Products that have been processed, (b) agricultural products other than Certified Agricultural Products , products from any tree, vine or plant and their flowers (including processed products), (c) livestock (including rabbits) and livestock products, and (d) fish and shellfish produced under controlled conditions in waters or ponds located in California. 3 CCR § 1392.2(m). A Certified Producer may sell non-certifiable agricultural products if such products (including the ingredients comprising such products) have been produced or derived from plants or animals raised or produced by such certified producer and are grass fed, non-antibiotics, and *do not contain genetically modified ingredients (GMOs)*. The ingredients may be in solution such as brine or vinegar, but (for example) if olive oil is used, olives must be on the Certified Producers Certificate.

C. Artisans:

- 1. **Documents.** Qualified Artisans must possess the following:
 - a. General Liability Insurance Policy (\$1million/\$2million)
 - b. Board of Equalization Seller’s Permit
- 2. **Products.** Qualified Artisans shall offer for sale *only* those items that they have made by hand; violation of this requirement may result in immediate removal from the Market. Artisans must *not* sell agricultural products which would directly compete with the CFM portion of the Market (e.g., natural plants, natural flowers, herbs, etc.).

VI. LOS ANGELES COUNTY RULES

Farmers must follow all rules and regulations of the Los Angeles County Departments of Public

Health and Agriculture, including but not limited to:

- A. Identify business with a banner displaying name, contact information, and city of origin. If agricultural products are certified organic, please display.
- B. All prepackaged food items must be packaged and labeled prior to arrival at the Market.
- C. All prepackaged food items must be kept within regulated temperatures and properly identified by a business label.
- D. Keep all food products off the ground at all times.
- E. For food samples, gloves, paper towels, water container, water disposal container, hand sanitizer, chlorine, watered chlorine for utensils, trash receptacle, toothpicks, and sneeze guards are REQUIRED at all times.
- F. Keep and display during Market hours current, valid Grower's certificates, Health Department Permits, Business Licenses, and employment letters.
- G. Maintain all Vendor items within the inside area of space/canopies. Keep a healthy distance between Vendors for distinction purposes.
- H. Display pricing tags on ALL items.
- I. Separately identify Certified Organic Products AND Nonorganic Products if vendor offers both.
- J. Use a County of Agriculture Weights & Measures sealed scale for all products sold by weight. This seal must be renewed every year.

VII. VENDOR PARTICIPATION

A. Attendance:

The Market is open every Sunday, rain or shine, so all Vendors are expected to participate, rain or shine. Vendors may not miss more than four Markets in any twelve (12) month period.

All participating Farmers are expected to be present and sell each day of the Market. Farmers who produce only seasonal agricultural products will be admitted to the Market at the sole discretion of the Market Manager. Farmers must inform the Market Manager at least 48 hours in advance if they are unable to participate. Failure to attend a Market will result in a fine as set forth in Appendix A to these Rules.

All participating Artisans are expected to be present and sell each day that they are scheduled to be at the Market. Artisans must inform the Artisan Coordinator at least 48 hours in advance if they are unable to participate as scheduled. Failure to attend a Market will result in a fine as set forth in Appendix A to these Rules.

Vendors acknowledge that Market fees, taxes, and fines are subject to change at any time, with or without notice.

B. Set-Up & Breakdown

All Vendors shall arrive for set-up between 6:00 a.m. and 7:00 a.m. on Market days. Vendor vehicles must be off the street by 7:30 a.m. All Vendors must be ready to operate before the Market opens at 8:00 a.m. Vendors must begin breakdown and cleanup promptly at 1:00 p.m. and complete breakdown and cleanup before 2:00 p.m. To maintain the look and feel of the Market, no Vendor may begin breakdown and cleanup prior to 1:00 p.m. *Vendors are encouraged to help one*

another during set-up, breakdown, and cleanup.

Vendors are responsible for providing all items and tools required for booth setup and breakdown, including one or more 10'x10' canopy, tables, table cover, and an identifying banner. All such items and tools must be clean and in good working order.

C. Traffic Flow & Parking

All Vendors must enter the Market area from Bonita Avenue and exit south towards First Street. All Vendors are required to help maintain an efficient traffic flow by parking against street curves during loading and offloading. **DO NOT** park in the middle of the street while loading and offloading. If no space is available, do not bring vehicles into the Market area until space becomes available. Vendors should offload first and then remove vehicles from the Market area as soon as possible. Place all items on the street and not on the sidewalk, keeping pedestrian areas clear.

After off-loading in the morning, all Vendors must park their vehicles in Metrolink parking areas **only**. No Vendor vehicles are allowed to park on streets or private parking lots unless approved in advance by the Market Manager.

At 1:00 p.m., all Vendors must stop sales and focus on tearing down by stacking all items neatly on the street (again, not on the sidewalks). Do not bring in vehicles until all items are neatly stacked and there is enough room for vehicles to be parked.

These traffic procedures apply during both set-up and breakdown.

D. Dress Code

All Vendor clothing and grooming must meet prevailing community standards of decency and good taste. Clothing may not be dirty, torn, or excessively worn, and may not display images or text inappropriate for a family audience in a public space. Clothing that is offensive, distracting, provocative, disruptive, contrary to good hygiene, detrimental to a high-quality experience for Market Patrons, or that creates safety concerns will not be permitted. The Market Manager has the sole discretion to determine whether a Vendor's attire or appearance is inappropriate for the Market.

E. Smoking

To protect air quality and help ensure the health, safety, and comfort of both Patrons and Vendors, the Market is a 100% smoke-free environment. Smoking is not permitted within 20 feet of the Market. This prohibition covers tobacco, marijuana, and all similar combustible products regardless of delivery system, including vaping, e-cigarettes, e-pipes, and other so-called "smokeless" methods.

F. Alcohol & Controlled Substances

The possession, consumption, or sale of alcoholic beverages or controlled substances, or the possession of open containers of alcoholic beverages, are strictly prohibited anywhere in the Market. No one may participate in the Market in **any** way while under the influence of any intoxicant.

G. Discrimination & Harassment

The Market is committed to maintaining an environment free from harassment and discrimination. Any harassment or discrimination based upon an individual's race, ethnicity, national origin, ancestry, color, gender, gender identity, sexual orientation, age, religion, or any other characteristic(s) will **not** be tolerated. All Vendors must comply with the California Department of

Fair Employment and Housing Guidelines on the Prevention of Harassment in the Workplace. Vendors shall promptly report any discrimination or harassment they observe to the Market Manager.

H. Health & Safety

The Market is committed to maintaining a safe and healthy environment. Vendors shall take care for the health and safety of themselves and their employees, coworkers, helpers, and agents, and for the health and safety of Patrons and other Vendors. Vendors shall promptly inform the Market Manager whenever medical attention is needed and shall report any safety concerns. Vendors acknowledge for themselves and their employees, coworkers, helpers, and agents, that the neither the Market nor the Forum is responsible for the damage or loss of personal property, nor for personal injuries, accidents, or illnesses which might occur during the course of the Market. Vendors, on behalf of themselves, employees, coworkers, helpers, agents, representatives, and successors in interest agree to release, waive, discharge, and hold harmless the Market, the Forum, its staff, Board members, and volunteers from any and all such claims or liabilities.

I. Pets & Live Animals

Pursuant to City and County Health codes, and to the California Retail Food Code, pets and other live animals are ***prohibited*** within 20 feet of the Market. See, e.g., Health & Safety Code § 113700, et seq. The only legal exceptions are (1) police dogs on a leash and (2) trained service animals under the control of a handicapped person (usually on a leash or harness).

Note that *only dogs* can be trained service animals. Any other type of animal might be an "emotional support" animal, but such support animals are ***prohibited*** within 20 feet of the Market.

All Vendors are expected not only to *obey* this law but also to help keep the Market healthy by *enforcing* it. Vendors have the responsibility to ask Patrons to remove their pets from the Market area or keep pets at least 20 feet away from Market booths. If a Patron refuses, refer the matter to the Market Manager.

J. Booth Placement

Spaces will be utilized to the greatest advantage for the Market. Although the Market Manager will attempt to honor Vendor requests for specific booth space, the Market reserves the right to place or move Vendors as necessary.

K. Booth Area

All booth areas must be safe and free of hazards, including tripping, fire, electrical, stacked objects, and all other. All products, signs, and other items must remain off the sidewalks and customer traffic areas. Tables, displays, and canopies shall not extend into any walkway. Tables and display fixtures must be sturdy and not overloaded to a point where they become unstable. All displays and canopies must be securely fastened; windy conditions might require ten-pound weights to be attached to each canopy leg or, in worst cases, canopies must be removed. All products, tools, fixtures, displays, and other Vendor items must be contained within the assigned booth space during Market hours; if items do not fit in the booth, they must be relocated inside the Vendor's vehicle.

L. Trash

All Vendors must arrive at the Market with a trash receptacle(s) sufficient to contain all the trash they and their Patrons will generate at the event. At the close of the Market, Vendors are required to thoroughly clean their booth areas and transport their trash to their own dumpsters. Receptacles

provided by the Market are for use by Patrons **ONLY**. Other dumpsters, containers, and trashcans in the Market area are private and cannot be utilized by Vendors.

M. SNAP/EBT

The United States Department of Agriculture manages several programs that benefit local farmers including the Supplemental Nutrition Assistance Program (SNAP) and the Farmers Market Nutrition Program (FMNP) for seniors and recipients of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC). The Market works to facilitate these programs for the benefit of Farmers, Patrons, and the larger Market community. Farmers shall accept SNAP/EBT \$1.00 tokens bearing the Market logo for the sale of eligible agricultural products. These tokens shall be redeemed by the Market Manager at the end of the Market day during the breakdown period. SNAP/EBT \$1.00 tokens bearing the Market logo may be applied toward any Market fees owed by Farmer; excess tokens will be redeemed in cash. Farmers may not give change to Patrons for the unused portion of any SNAP/EBT \$1.00 token. All WIC and FVC checks must be processed and deposited by Farmers into their own bank accounts. The Market is certified by the WIC/FVC program, however qualified Farmers must obtain certification prior to accepting these checks as well.

N. Market Fees

- 1. Farmers/Food Vendors.** The weekly space fee for Farmers/Food vendors is due at the end of the Market day during the breakdown period. This fee is computed based on gross Market sales, subject to a minimum space fee, plus a City tax and an Agricultural Department fee, as set forth in Appendix A to these Rules. Each week Farmers must completely fill-out a space fee load sheet, including the business owner's name, farm or business name, and produce or products sold, and submit this to the Market Manager along with their fees for that Market day. SNAP/EBT \$1.00 tokens bearing the Market logo may be applied toward fees owed; excess tokens will be redeemed in cash. Vendors are subject to random on-site audits.
- 2. Artisans.** The weekly space fee for Artisans is due at the end of the Market day during the breakdown period. This fee is a flat fee, as set forth in Appendix A. Artists shall submit their fees for that Market day to the Artisan Coordinator.

Vendors acknowledge that Market fees, taxes, and fines are subject to change at any time, with or without notice.

O. Marketing

All Vendors are expected to aid Market special events and publicity via social media and other reasonable means, e.g., contributing recipes and literature.

VIII. COMPLIANCE & ENFORCEMENT

A. Compliance

In order to maintain a high-quality Market experience for Patrons and protect the health and safety of Patrons, Vendors, and the public, **ALL VENDORS** are expected to fully comply with these Rules and with all applicable federal, state, county, and city statutes, rules, regulations, ordinances, and orders. Vendors are responsible for the actions of their employees, coworkers, helpers, and agents. Vendors shall promptly report any illegal, unethical, or dishonest behavior to the Market Manager. Failure to comply may result in enforcement penalties including but not limited to verbal warnings, written warnings, fines, temporary suspension, and permanent dismissal.

B. Enforcement

As the person responsible for the safe and effective operation of the Market, the Market Manager has complete authority to enforce these Rules and their underlying governing principles by imposing whatever enforcement penalty s/he deems appropriate and equitable. Notwithstanding the Market's general preference for progressive enforcement penalties of minor infractions, Vendors are subject to immediate penalties, including temporary suspension and permanent dismissal from the Market, for serious misconduct committed on or adjacent to Market grounds during Market hours, including set-up and breakdown periods. Examples of such serious misconduct include, but are not limited to, the following:

1. Any violation of local, state, or federal statute;
2. Intentional failure to report or misreporting of end-of-day sales.
3. Physical violence or provoking, instigating, or threatening physical violence;
4. Abusive, harassing, coercive, or threatening behavior;
5. Rude, insulting, disruptive, profane, or threatening language;
6. Deliberate or careless conduct endangering the safety of others;
7. Theft, intentional destruction, or defacing of Market, Vendor, or Patron property;
8. Consuming, possessing, or being under the influence of alcohol or drugs;
9. Immoral, indecent, lewd, or lascivious conduct;
10. Behavior inconsistent with a high-quality Market experience for Patrons and Vendors; and,
11. Any other misconduct of equal magnitude to the above.

The Market Manager will document all violations and enforcement penalties in the Vendor's file.

C. Appeals

Any enforcement penalty imposed by the Market Manager is presumed to be appropriate and justified, and will remain in effect during any appeal under this section. If a Vendor disagrees with the imposition of a serious enforcement penalty, the Vendor may appeal this to the Forum's Board of Directors. Serious enforcement penalties include only: (1) a fine in excess of the Vendor's total Market fees for the most recent three Markets at which the Vendor was scheduled to participate; (2) a temporary suspension of Market privileges longer than 30 days; or (3) a permanent dismissal from the Market. For the imposition of lesser enforcement penalties (e.g., verbal warnings, written warnings, small fines, and short suspensions) the Market Manager's decision is final and may not be appealed.

The appeal procedure is as follows:

1. The Vendor must submit a written request, by letter or email, to the President of the Forum within 15 days after the enforcement penalty was imposed. The Vendor may directly email the Forum President or any other Board member by clicking on his/her name at www.claremontforum.org/board-of-directors. This letter must summarize the relevant facts, outline the reason(s) for the appeal, and state the desired remedy. The Vendor must send a copy of this letter or email to the Market Manager.
2. The Vendor must pay the Refundable Filing Fee set forth in Appendix A to these Rules. If the Vendor's appeal is successful and the enforcement penalty is removed, this Filing Fee will be refunded.

3. The Market Manager will investigate the matter and submit a written report to the President of the Forum within 15 days after the Vendor's request is received. This written report must summarize the relevant facts and outline the reasons for imposing the serious enforcement penalty. The Market Manager must send a copy of this report to the Vendor.
4. The President of the Forum will schedule a one-hour hearing on the matter within 30 days after the Marketing Manager's report is received. The hearing panel will consist of three members of the Forum's Board of Directors, at least one of whom must be an Officer designated as the hearing chair. The President will inform the Vendor in writing of the date, time, and place for the hearing. Reasonable efforts will be made to accommodate all hearing participants' schedules.
5. The Vendor may, but is not required to, attend the hearing and present written, recorded, or testimonial evidence that is relevant and material to the imposition of the serious enforcement penalty. The hearing panel may ask clarifying questions of the Vendor and testifying witnesses.
6. The Market Manager may, but is not required to, attend the hearing. The Market Manager may ask clarifying questions of the Vendor and testifying witnesses.
7. At the conclusion of the hearing, the panel will take the matter under advisement. A written decision will be sent to the Vendor by letter or email within 30 days after the hearing. No decision will be announced at the hearing.

VIII. ACCEPTANCE OF TERMS

I have read the above Rules, I understand all of its terms, I accept them, and I agree to abide by them. I am an agent or legal representative of the business or organization listed below and have the authority to sign these Rules on its behalf, binding it to all of the above terms.

Business/Farm Name: _____

Owner/Representative: _____

Signature: _____ Date: _____

APPENDIX A
MARKET FEE SCHEDULE
EFFECTIVE 09/10/2018*

I. Farmers/Food Vendors

a. Weekly Space Fee (for each 10'x10' space):

Eight percent (8% or 0.08) of gross Market sales

plus

\$1.26 City of Claremont tax

plus

\$2.00 Agriculture Department fee

b. Fine for Failure to Attend Market (for each 10'x10' space):

\$30.00

II. Artisans

a. Weekly Space Fee (for each 10'x10' space):

\$35.00

b. Fine for Failure to Attend Market (for each 10'x10' space):

\$35.00

III. Appeal Refundable Filing Fee

\$50.00

** This schedule may be modified or amended by the Forum at any time, with or without notice.*