

# **Nevada City Farmers Market Association**

## **Rules and Regulations v. 2023.1**

### **Mission statement:**

To enhance the quality of life in Nevada City and surrounding areas by providing access to fresh, high quality locally grown products and other unique food items, a community meeting place and consumer education. To support regional sustainable producers by providing them with direct access to consumers.

### **SECTION 1: DEFINITIONS**

The following definitions apply to the context of the Rules and Regulations unless otherwise specified within a particular category.

**Active Participant:** One of the individuals comprising an entity. If the entity becomes a member of the NCFMA, the active participant is designated by the entity to represent it in the NCFMA and to exercise the rights of membership including, but not limited to, the right to vote, serve on the board of directors, receive all mailings and inspect records.

**Certified Farmers Market, CFM:** A location approved by the County Agricultural Commissioner of the county where agricultural products are sold by producers or certified producers directly to consumers, or to individuals, organizations, or entities that subsequently sell or distribute the products directly to end users.

**Certified Producer:** A producer authorized by the County Agricultural Commissioner to sell certified agricultural products at a certified farmers market.

**Certified Producer's Certificate:** A certificate issued by the County Agricultural Commissioner in the county of production authorizing the transportation and sale of certified agricultural products.

**Code:** California Food and Agriculture Code, Division 17, Chapter 10.5, Section 47000, and California Code of Regulations, Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5, Section 1392.

**Community Event:** Section of the market where non-agricultural and other non-farm vendors sell their goods.

**Entity:** A group of two or more individuals each of whom is joined by marital status, partnership, corporate status, family farm status, co-op, joint venture or other legal status.

**Employee:** Except members of the immediate family as defined below, persons employed by a vendor at a regular salary or hourly wage, either full time or part-time, but not including any persons whose compensation in whole or in part is based on, or consists of a commission on sales.

**Family Member:** Parents, children, spouse, grandchildren, grandparents, and in addition any other family member regularly residing in the vendor's household.

**Growing Calendar:** Official crop list documenting each producer's expected crops for the season. Growing Calendars certified by the County Agricultural Commissioner constitute a Certified Producer's Certificate.

**Load List:** A form created by the NCFMA that all certified producers shall fill out and return to the management each time vendors sell products on any given market day.

**Locally Grown:** Products that are produced within 75 miles of the Nevada City Farmers Market.

**Market:** The event operated by the NCFMA that consists of a Certified Farmers Market and a Community Event in Union Street and Robinson Plaza.

**Market Manager:** A person or persons empowered to implement the rules, regulations, policies, and directives of the NCFMA Board of Directors.

**Member:** A vendor who completes one full season and pays the required application fee (membership fee) set forth by the NCFMA. If the vendor is an entity, the rights of membership are exercised by the entity's active participant.

**NCFMA:** Nevada City Farmers Market Association

**Non-Agricultural Products:** Goods offered for sale at the Market other than certified agricultural and non-certifiable agricultural products. These include prepared foods, arts and crafts.

**Non-Agricultural Vendor:** An individual or entity that produces and sells other than agricultural products, such as prepared foods, arts or crafts.

**Notice of Proposed Suspension:** A document informing a vendor of a proposed rescission, suspension or modification of selling privileges at the Nevada City Farmers Market, and informing a vendor of the time, place and reason for a hearing before the NCFMA Board of Directors regarding such proposed rescission, suspension or modification.

**Primary Certificate Vendor:** A certified producer who occupies his or her own assigned booth space at the Market.

**Producer:** A person or separate entity that produces agricultural products by the practice of the agricultural arts upon land which the person or separate entity controls.

**Representative:** A family member, employee or agent of a vendor at the Market.

**Second Certificate Vendor:** A certified producer whose product is sold at a primary certificate vendor's booth in the market.

**Vendor:** An individual or entity whose application to sell has been approved by the NCFMA and who is selling or offering for sale at the Market approved items or commodities.

## SECTION 2: ADMISSION TO THE MARKET

- A. **Timing:** NCFMA approval of selling privileges is for a limited period of time, never exceeding one year, and is a privilege, not a right. The date when selling privileges expire is a function of the market season. Vendors are required to re-apply every year/season. Vendors may not defer their acceptance to another season for any reason or circumstance.
- B. **Application** Admission to the market is dependent on the submission of a complete application by all applicants. A complete application for the summer market is one where the \$35 non-refundable application fee has been paid and all required permits and documentation have been submitted. A complete application for the winter market is one where the \$20 non-refundable application fee has been paid and all required permits and documentation have been submitted.
1. All vendors will need general liability insurance, \$1 million per occurrence and \$2 million aggregate. Vendors need to provide the market with a certificate of insurance listing Nevada City Farmers Market, PO Box 2476, Nevada City, CA 95959, listed in the Certificate Holder box, and as an additional insured, listed in the Description of Operations box, prior to setting up at the market. Any vendor not providing their insurance certificate listing the market as an additional insured will not be allowed to participate in the market.
  2. All items being sold must be categorically declared on the season application, any additions of any new product category must be approved by the Vendor Selection Committee and Market Manager prior to undeclared items of a different category being sold at market.
- C. **Criteria:** Admittance to the market is based on following criteria (in order of priority).
1. All vendors selling at the Market must submit a signed signature page indicating that they have read, understood and agree to abide by these rules and regulations.
  2. History with NCFMA including but not limited to: adherence to market rules and regulations, length of Market participation, weekly market attendance, history of positive consumer/producer relationships, payment of fees, submission, if applicable, of load lists, and courteous behavior.
  3. Unique or unusual product offerings as submitted on the current Vendor Application. Enhancement of overall product mix at the Market without creating excessive supply as determined by demand and as assessed by the Market Manager and Board of Directors.
  4. High quality products for sale.
  5. Locally grown or made products, priority to Nevada County businesses or businesses within 50 miles of the Market.
  6. Demonstrated effectiveness at enhancing consumer knowledge of the
  7. products being sold and how they were produced (via vendor's presence, knowledgeable employees, and print materials).
  8. Attractive and effective presentation of goods for sale.

D. **Other factors** affecting admission include:

1. Space available at the Market.
2. Balance between unprocessed agricultural products and prepared foods at the Market, with priority market access for certified producers who offer value-added products over food purveyors with similar products (e.g. jam, fruit juice).
3. Individual farms are given preference over partnerships and small to moderate family businesses over larger enterprises.
4. Importance of the Market as a marketing outlet for the vendor's overall marketing strategy (direct sales vs. utilization of distributors).
5. Prepared food and value added items that feature seasonal and regional ingredients purchased from local certified producers.

### SECTION 3: CERTIFIED FARMERS MARKET REGULATIONS

- A. All participating producers must be **certified** by their local County Agricultural Commissioner's office. All **permits and licenses** will be prominently displayed during selling hours, including a current embossed Certified Producer's Certificate (certified producers only).
- B. **Raw agricultural products** should be minimally handled or processed before packing for the Market.
- C. **Stickers** on produce are discouraged at the Market.
- D. **Scales** must be approved commercial scales and certified by the County Sealer, Office of Weights and Measurements for the current year.
- E. The following **products are prohibited** from the Market:
  1. Crops grown in soil fumigated with Methyl Bromide (MBR) or harvested crops protected in storage with MBR.
  2. Livestock, meat or dairy products raised or developed using Bovine Growth Hormone (BGH).
  3. Waxed produce.
  4. The sale of products listed on the Growing Calendar for each certified producer, but NOT included on the Vendor Application.
  5. Unauthorized certified or non-certifiable agricultural products.

6. Crops grown using Genetically Modified (GM) seed or plants planted after March 1, 2000.

F. **Product restrictions** are imposed to ensure a balance of variety, range of products, quantity and season.

1. Products may be restricted by type, quantity, commodity or season at the sole discretion of the Market Manager and NCFMA Board of Directors.
2. Any certified producer wishing to sell products not previously approved to sell at the Market must submit a written request for approval of the new crops. If the products were not listed on the Certified Producers Certificate submitted with the original Vendor Application, a revised Certificate is required.
3. Applicants wishing to request an exception to the above restrictions must submit a written explanation of the difficulties that are unique to their business and plan a timeline for achieving compliance. The Market Manager will review the request and consider whether or not to grant a conditional exception.
4. Restrictions, if needed, are usually imposed on the newest vendors admitted to the Market, but other factors are considered when imposing restrictions.

G. **Reselling:** The reselling of any product or goods in the Certified Farmers' Market is strictly prohibited.

H. **Sellers:** The certified producer, his/her immediate family or employee(s) may sell at the CFM (Code 1392.4 (a)).

I. **Signs:** Each producer must post a conspicuous sign that contains:

- a. The name of the farm or ranch.
  - b. The county where the production grounds are located.
  - c. A statement that "We Grow What We Are Selling" or "We Raised What We Are Selling" or a similar phrase.
2. All **processed** agricultural products must be clearly marked including:
- a. A statement that they consist only of agricultural products grown or raised by the farm or ranch selling them.
  - b. The name and location of the farm or ranch.
  - c. The registration number or other identity reference of the facility where the food was processed.

J. **Organic Labeling and Signage**

1. All products sold as Organic must be prominently labeled as "Organic" with the certifying agency name.

2. Mixed operations (organic/conventional) must submit documentation as to harvest location/lot number and yield and must present products for sale in a manner approved by the CDFA and NCFMA.

#### K. Second Certificates

1. Restrictions to second certificates
  - a. The primary certified vendor may not sell for more than 2 additional Producers in a 12-month period (Code 1392.4 (f)).
  - b. The Producer must grow at least 75% of the products sold at their booth each market day as measured by volume, weight, commodity or dollar amount.
  - c. Second certificate sales will not be granted to Producers to supplement their own type of product supply.
  - d. The only sellers at the booth are the primary certified vendor, his/her immediate family members and employee(s). (Code 1392.4(f)).
2. Code Requirements are the same as for booth sharing, see J (1) and (2), above. Any rules regarding signage for growing practices or other purposes must be followed independently for the two sets of products.
3. Producers who are proposing a second certificate under a primary producer are required to fill out the complete application and submit all necessary permits including liability insurance as well as pay the \$35 application fee.
4. Booth space to accommodate Second Certificates
  - a. The NCFMA supports the use of Second Certificates by certified producers who would not otherwise be able to participate in the market. Therefore,
  - b. Double booths will be prioritized for certified vendors holding second certificates and contributing to increased diversity of products available at the Market, see Section 11.C (5), below.

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- L. **Booth Sharing:** The NCFMA allows booth sharing on a case-by-case basis though it is not encouraged. Each applicant proposing to share a booth is required to fill out the complete application and submit all necessary permits including insurance. A \$2 fee will be added onto the booth fee for each market attended. A seller, see H above, must be present for each farm or ranch sharing the booth. The following rules apply (Code 47004 (b) and (c) (1)):
  1. The products from each farm or ranch must be clearly separated.
  2. Post the required sign, see I (1) above, in direct relationship with the sales display of the products produced by each farm.

## SECTION 4: NON-CERTIFIABLE PRODUCTS

A. **Non-certifiable producers** may, with written consent to sell at the Market.

1. Although State laws regarding Certified Farmers Markets do not apply to non-certifiable and non-agricultural products, the same producer-to-consumer philosophy shall apply for all items sold at the Market.
2. These products add variety and enhance the festive ambiance of the Market.

B. **Authorized non-certifiable** agricultural products list:

1. Fresh juices and beverages prepared from fresh fruits and vegetables.
2. Jams, preserves, vinegar, oils and flavored oils.
3. Dairy and meat products where the vendor plays a substantial role in the husbandry of the animals and the production of the value added product.
4. Wool, leather, hides, etc.
5. Other products approved by the NCFMA and consistent with the intent of the CFM program to give California certified producers direct access to customers.

C. In reference to the authorized **non-certifiable agricultural products** listed above, a Certified Producer's Certificate will be required to substantiate the Producer's claim to grow the primary ingredients.

1. The Producer must provide the location and be capable of processing or, if a second party performs processing, the method used to ensure that the processed product contains a majority of the original raw ingredient grown by the Producer for processing.
2. In addition, such products must satisfy all public health, labeling, permitting and other requirements pertaining to processed products.

D. **Nursery Plant Vendors**

1. The Vendor shall have performed the propagation, germination, planting of cuttings or division work for all potted plants, trees or nursery starters that are sold at the Market.
2. All Nursery vendors selling products at the Market will be required to show the following original documents: 1). Nursery License; 2) Nursery Seller's Permit; 3) State Board of Equalization Permit.

3. It is strictly forbidden for Vendors to purchase plants for the sole and immediate intent to resell them without sufficient propagation or without necessary growing time.

## **SECTION 5: COMMUNITY EVENT REGULATIONS**

### ***A. Food Purveyors***

1. Permits and Licenses: All Food Purveyors selling products at the Market will be required to show the following original documents:
  - a. Environmental Health Permit
  - b. Nevada County Food Vendor Application
  - c. Food Registration Permit for prepackaged food
2. Restrictions on prepared food products: Product restrictions are imposed to ensure a balance of variety, range of products, quantity and season as well as health and nutritional values as an expression of the NCFMA. The following products are prohibited from the Market:
  - a. Sodas, bottled water, plastic bottled drinks,
  - b. Food products NOT prepared directly by the vendor (bagged chips, candy, junk food: Food that is highly refined, processed, and lacking in nutritional value. The Market Manager in collaboration with the NCFM Board of Directors will have final approval of items sold at the market.
  - c. Live birds or live animals for human consumption
3. Food Service items/packaging
  - a. Styrofoam containers, Styrofoam cups or Styrofoam packaging are not allowed at the market.
  - b. Re-usable, washable service items are strongly encouraged, followed by recyclable or compostable items.

### **B. Artisans and Non-Food items**

1. NCFMA will provide booth spaces in each market for artisan and non-food vendors.



## SECTION 6: ATTENDANCE, SAFETY AND LOGISTICS OF MARKET DAYS

- A. **Mandatory Meeting:** Once admitted to the market, all new and returning vendors must attend a mandatory meeting conducted by the Market Manager prior to the start of the market season. If the vendor is unable to attend the mandatory meeting, they will be charged a \$25 fee to meet individually with the market manager prior to the start of the market season.
- B. **Direct Marketing Law:** As noted previously, the regulations of the California Department of Food and Agriculture pertaining to direct marketing (Code 47000 to 47062) are incorporated by reference to be part of these market Rules & Regulations. The NCFMA interpretation of the Agricultural Code will determine the answers to all questions and disputes about their application.
- C. **Attendance and Confirmed Market Dates:** Vendors are required to identify which Market dates they wish to attend on their application. The Market Manager will confirm the dates for which space is available. Vendors are expected to attend all confirmed market dates.
1. **Switching:** During the market season vendors must contact the Market Manager if they wish to switch confirmed market dates. At least one week's notice is required. Switching will be accommodated on a space available basis.
  2. **Cancellation:** During the Market season, vendors must notify the Market Manager by 11:59pm on the Thursday prior to the market date (considered our grace period) to cancel a confirmed market date. Submit your cancellation via Manage My Market. Booth fees collected for cancellations outside of the grace period outlined above are not transferable to another market date. Booth fees collected for a canceled date within the grace period are transferable to another date. If a vendor cancels outside of the grace period, a booth fee will be collected.
  3. **No Show:** A vendor who does not attend a confirmed market date is a No Show unless the vendor satisfies the cancellation criteria above. No show booth fees are not refundable and not transferable. If a booth fee was not paid in advance, one will be collected via invoice.
  4. **Market Cancellation:** The Market Manager in concert with the Board Chair has the discretion to cancel a market in the presence of dangerous conditions. Closure of the market for any reason will be decided, whenever feasible, by the Wednesday prior to the Saturday Market. The closure shall be the decision of the NCFM Board of Directors based on input from the Market Manager. Steps will be taken to keep the market open unless events and dangerous conditions definitely require the closure of the market. If the market is closed, vendors may not arrive on-site to try and sell on their own. If for some reason, you miss the cancellation notice, you are leaving immediately upon observing market staff is not present. No booth fees will be collected.
- D. **Arrival, Departure and Market Hours:** Compliance with the following rules is essential to creating a safe Market.
1. The hours of operation of the Summer Market are from 8:30 am to 1:00 pm Saturdays beginning in April and ending in December. The hours of operation of

the Winter Market are from 9 am - 1 pm beginning January and ending in April. All market dates are published on the NCFM website, but are subject to change as conditions warrant and as determined by the Market Manager. The market operates rain or shine.

2. Vendor arrival time is between 7:00 - 8:00 am to set up. Vendors must refrain from setting up in the street until the street is officially closed and barricaded.
    - a. No cars are permitted to enter the market after 8:00 am. If a vendor arrives after 8:00 am, their assigned booth space may be reassigned and they will be required to off load their products outside of the market area for safety reasons.
    - b. All Vendors must finish offloading and remove their vehicles from Union Street by 8:15am.
    - c. When driving into the Market to set up, all vehicles must enter Union Street from Broad Street and exit Union Street toward Coyote or Main Street.
  3. Certified Producers are required to completely and accurately fill out a Load List provided by the NCFMA at the end of each Market and return it to the Market Manager. Failure to do so will result in a verbal warning. Repeated failure to fill out and return Load Lists will result in a \$50 fine per offense.
  4. Vendor departure time is only after the Market has closed and a safe exit can be made. Vendors must break down their booth completely before retrieving their vehicle. Vendors may not leave their booth space before the Market closes without prior approval from the Market Manager and only with a safe exiting plan. Traffic flow reverses for take down
  5. Vendors must display their NCFM pass in their windshield when entering and exiting the Market. Vendors must slowly enter the street at the end of the day and check in with the volunteer on-duty if applicable.
  6. **Parking:** Parking is not permitted in metered spaces or the Three Forks parking lot. Do not park in the public parking lot at the bottom of Nevada Street. Vendors must park a minimum of two blocks away from the Market. We suggest using the juror parking lot at the corner of Main and Washington Streets.
  7. **Take Down Duties:** Vendors may be asked to help complete takedown tasks after the Market each week if volunteer help is unavailable.
  8. **Sale Times:** Vendors may not conduct sales until 8:30 am when the Market opens and the bell or other signal has been heard. Vendors may conduct sales after the Market has formally closed but must be packed up and out of the area by 2:00pm.
- E. **Safety and Sanitation:** Compliance with the following rules is essential to creating a safe, tidy and aesthetically pleasing Market.

1. **General Safety:** the Market is conducted in accordance with State, Federal and local laws. Vendors shall immediately comply with the Market Manager's directions in all matters relating to safety.
2. **Security** It will be the responsibility of the market participants to take every precaution to safeguard all valuables and cash during market hours. Suspicious activity should be reported immediately to Market Management.
3. **Animals:** The California Health and Safety Code, 114259.5 stipulates that live animals aren't allowed in Certified Farmers' Markets and permitted food facilities, with the exception of service animals. Fraudulently misrepresenting service animals is a misdemeanor (California Penal Code 365.7 [a]). Vendor pets are not allowed at the market.
4. **Display tables and vendor space set up:**
  - a. Frontages must be adjacent to the setup line unless otherwise approved by NCFMA. Boxes, produce displays or signs may not extend into customer traffic aisles. or otherwise outside of the permitted booth space.
  - b. Tables must be sturdy and stable. Plastic tables must be covered with cloth.
  - c. Tables shall not be filled beyond load capacity and the products on the display table must be secured.
  - d. No booth set-up may allow for customer access behind the selling tables of a vendor's booth or of a neighboring booth.
  - e. If selling is permitted alongside a booth at least 24 inches of space must be set aside by that vendor's booth space for customer access. Side access may be restricted if customers have access to the back area of adjacent booths.
  - f. All elements of shade equipment and shelters including tarps must be secured to Producer's/Vendors's tables/vehicles or weighted sufficiently as to be stable during rain and windy conditions.
  - g. Vendors are permitted to have shade awnings that extend 2.5ft or less.

5. **Trash Handling**

**The Market's receptacles**

- a. NCFMA places receptacles in the common area aisle for use by market customers.

**Vendor provided receptacles:**

- b. Every certified produce and food purveyor booth shall have a trash receptacle for public use.
- c. A food purveyor that offers product for on-site consumption must provide a garbage can and dispose of its contents off site.

- d. All vendors providing **carryout bags** for their customers shall not litter the market with bags or bag-hanging tabs.
- e. Matter and debris in the vendor's area, including an area halfway into the common traffic area must be completely removed and taken with the vendor without regard to whether the litter originated in the vendor's area.
- f. **Fines:**
  - i. Vendors who use the Market's trash receptacles for vendor related trash may be fined up to \$50 per violation.
  - ii. Failure to leave the booth area and aisles free of debris will result in a \$25 clean up fee per violation.
- g. When providing samples of any kind, a trash receptacle must be provided for public use.
- h. Booth area, including back area, shall be kept clean of excessive produce trimmings, produce to be thrown away and excessive piles of boxes during market hours of operation.

6. **Food product handling:**

- a. All boxes, crates or bags of produce and other food products must be kept at least 6" off the ground surface as per State Health and Safety Code, Section 27831.
- b. Dried fruit and shelled nuts sold in an unpackaged bulk form must be displayed with a cover and conform to dispensing methods per County Environmental Health Department.

7. **Smoking** is not allowed in the market.

8. **Vendor vehicle** use must not endanger customers or other vendors. Vendors are liable for vehicle use.

9. **Carryout Bags** supplied by a vendor to a customer at the point of sale for the purpose of transporting the vendor's products out of the booth must comply with Nevada City Ordinance 2014-03. BioBags are/may be available for purchase by vendors from NCFM at cost. Please see the Market Manager for more info to purchase BioBags.

## **F. Booth Fees**

1. A schedule of booth fees is contained on the Vendor Resources page on our website.. Booth fees must be paid on or before the market date attended.
2. There is a \$25 service charge for each bounced check.

## **SECTION 7: FOOD SAMPLING REQUIREMENTS**

- A. State Health and Safety codes must be strictly adhered to. Vendors sampling products must:
  1. Keep samples in clean, covered containers approved by the County Environmental Health Department.
  2. Use toothpicks or disposable utensils to distribute the samples.
  3. Dispose of pits, peels, and rubbish in leak proof garbage receptacles with close-fitting lids.
  4. Use clean, disposable plastic gloves when cutting produce for samples.
  5. Wash and clean produce intended for sampling using a five (5) gallon water container with a dispensing valve to leave hands free for washing; a waste-water container; soap dispenser and paper towels for hand washing.
  6. Wash and sanitize utensils and cutting surfaces using a 5-gallon container containing a bleach/water solution (use 1 tablespoon of household bleach per gallon of water).
  7. Cutting surfaces must be smooth, non-absorbent, and easily cleanable.
  8. Self-service by customers is permitted for "shaker nuts" only.
  9. Producers must have control over samples at all times.
- B. Any fines received by a certified farmers' market from a County Environmental Health Department for incorrect sampling procedures will be assessed to the vendor responsible for the non-compliance.
- C. Failure to abide by these sampling requirements may result in revoking your approval to provide samples to the market customers.

## **SECTION 8: SIGNAGE**

- A. All vendors must have clearly identifiable and displayed signage with their names or name of their business. Agricultural producers should consult Section 3, I.

- B. **Product Labeling:** Each commodity is required to have a clear, readable identification sign with price per unit. Agricultural producers should consult Section 3, I.
- C. **Prices:** All prices must be clearly marked or posted in 2" minimum height letters/numbers and list each individual item for sale. Collusion and deceptive pricing practices are strictly prohibited.
  - 1. Bargaining with the consumer is allowed.
  - 2. To promote fairness and customer satisfaction, vendors are encouraged to keep consistent pricing throughout the market day and to avoid “price dropping” at the end of the market.

## **SECTION 9: WIC & EBT AND SPECIAL PROGRAMS**

- A. Certified producers are encouraged to participate in the Farmers Market Nutrition Program (also known as WIC). Certified producers participating in this program must redeem coupons through their bank.
- B. NCFMA is an authorized Electronic Benefits Transfer (EBT) vendor for Food Stamp recipients. Vendors are responsible for accepting NCFMA EBT tokens for eligible foods only. EBT tokens are redeemed by NCFMA daily no later than **12:30** pm on Market Day.

## **SECTION 10: NCFMA Coupon Redemption Policy**

- A. In an effort to encourage consumers to patronize the market, NCFMA reserves the right to invest in a direct marketing mailer targeted to area residents. The mailer may act as a coupon, offering the customer \$1 off of a \$5 purchase from the vendor of their choice.
- B. In exchange for this advertising, you agree to honor coupons redeemed by customers at your booth

## **SECTION 11: DESCRIPTION OF SELLING SPACE**

- A. The Vendors’ booth locations are not permanent and may be changed at the discretion of the Market Manager for any Market day during the season and/or annually. In making any determination in this regard, the Market Manager will consider the following:
  - 1. History of good consumer/producer relationships.
  - 2. Good product mix and consumer traffic flow.
  - 3. Good market and product promotion.
  - 4. Tenure of participation in the Market.
  - 5. Quality of product display, customer service and participation of owner at markets.

B. Confirmed booth reservations are considered commitments by vendors to participate in the markets identified in the vendor application and confirmed by the Market Manager and a commitment by NCFMA to provide a space.

C. Description of Selling Space

1. All vendors, with the exception certified producers who meet the criteria in 5, below, may have one booth space.
2. Each booth space measures 10 x 10.
3. Vendors must keep their merchandise, tables and A frames within the designated booth space. Awnings of 2.5ft or less are permitted.
4. Vendors' booth set-up may not encroach on the mandated fire lane or pedestrian flow area. All promotions and sales must occur within the assigned booth space.
5. Certified Producers who are members of the NCFMA may request two adjacent booth spaces. Double booths are first prioritized to producers who hold a second certificate and then to producers with diverse or unique product offerings.
6. Electricity and water are not provided by NCFM at the market for vendor use.
7. Generators are not permitted at the market unless disclosed during the application process and priorly authorized by the market manager.
8. Vendors cannot transfer or sublet their assigned booth space.

## SECTION 12: STANDARDS OF CONDUCT

- A. All vendors are responsible for the **actions of their representatives**. Representatives are required to abide by the NCFMA Rules and Regulations that apply to vendors.
- B. The Nevada City Farmers Market is a safe, community enriching farmers' market open to all regardless of race, religion, age, sex, sexual orientation, personal identity, or political beliefs. We do not tolerate abuse or discrimination in any form be it to shoppers, vendors, staff, regulatory officials, or volunteers. Anyone determined by the Market Manager to conduct themselves in a manner deemed abusive, disruptive, derogatory, threatening, or dangerous, or in disregard of the rules or laws that govern the NCFM will be asked to leave the premises. Sellers who do not comply may be subject to suspension or expulsion from the NCFM.

C. Noise, Disturbance, Intrusion, & Obstruction of Commerce

1. Radios may not be played during market sales hours.
2. Drinking alcohol, yelling, hawking, throwing any objects, swearing, name-calling, slanderous remarks and other rude behavior will not be tolerated.

3. All product promotion must occur within the space assigned to the producer and not in any common area unless approved by the Market Manager.
4. Unreasonable or outrageous conduct and disruptive activities, is prohibited.
5. Bicycling, skateboarding, riding scooters or rollerblading is not permitted within the street closure area.
6. Loitering or solicitation in the Market is strictly prohibited.
7. NCFMA does not permit videotaping, recording or photography of the Market for television or commercial use without prior written approval from NCFMA along with a signed hold harmless agreement.

**D. Vendors must be:**

1. Knowledgeable about their product, how it is used, grown or produced and communicate this clearly to the customers.
2. Courteous, honest and professional.
3. Display products in a sanitary and attractive manner.
4. Dressed appropriately (shirt, pants, shorts or skirts and footwear) and practice good personal hygiene.

**E. Handling conflicts**

1. Vendors are expected to treat each other, staff, volunteers, customers and officials with respect.
2. Vendors experiencing difficulty with customers are encouraged to refer the matter to the Market Manager. All vendors have the right to refuse service.
3. Complaints about other vendors, volunteers or the Market Rules and Regulations must be made in writing to the Market Manager or the Board President.
4. Unreasonable, discourteous or outrageous conduct considered detrimental to the welfare of the Market will not be tolerated.
5. Slanderous, harmful remarks made about vendors, volunteers, the Market or Market staff or disparaging comments about other products, will not be tolerated.
6. Vendors are expected to direct all complaints or suggestions about volunteers to the Market Manager and not provide direction or feedback to the volunteers.



## SECTION 13: DISCIPLINE OR REMOVAL OF A VENDOR FROM THE MARKET

- A. **Noncompliance:** Vendors who do not comply with the State Direct Marketing Regulations and pertinent State and County regulations set forth herein, shall forfeit their privilege to sell at the Market and may be subject to fines and penalties. NCFMA will also notify the appropriate local, state and federal agencies including but not limited to the County Agricultural Commissioners and California Department Food and Agricultural inspection services.

Vendor permit/license/fee/NCFM Association Rules and Regulations Non-Compliance Notification Process. (Sections A & B)

1. 1) A Written Warning Notice to Cure will be given to the vendor(s) in writing to confirm the vendor is aware of the compliance issue and given a date xx.xx.xxxx to cure by.
    - a) If this compliance issue will make the vendor ineligible to attend the market, then this needs to be communicated in this notice, they will not be able to work until this is cured and the due date should be before their next scheduled market date.
    - b) If the issue does not affect eligibility, then the date to cure will be 15 days from the day of this notice.  
failure to comply by a given date they will not be able to vend at the market until the issue is cured.
  2. 2) When the date given in step 1 to cure by arrives, and the vendor has not cured the compliance issue, then a second written Notice, Notice of Suspension of Selling Privileges will be given to the vendor in writing. A final date to cure will be given in this notice, the vendor will have 15 days from the date of this notice. At this stage the vendor has been officially given Notice in writing that they are now suspended from the market until the compliance issue is cured.
  3. 3) When the 15 days from the date of the 2nd Notice has expired, the final Notice of Permanent Removal from the Market for Cause will be given to the vendor in writing. The cause being their failure to cure the compliance issue they have been noticed of on date: xx.xxx.xxxx of 1st step, and date : xx.xx.xxxx of the 2nd step, leading to this final determination.
- B. **Other Reasons:** A vendor may be removed or suspended from any market or markets or have selling privileges in the Market conditioned, modified or limited by a Market Manager for any of the following reasons:
1. Failure to obey and conform to applicable State, Federal or local government or NCFMA Rules and Regulations as set forth herein and required by the NCFM.
  2. Causing or maintaining an unsafe or unsanitary condition at the Market.

3. Behavior that obstructs any other vendor's commerce or ability to transact business at the Market..

### C. **Complaints:**

If the NCFMA Manager immediately receives or witnesses a legitimate complaint (includes complainant name, phone number or complaint in writing) pertaining to quality, conduct or unfair practices regarding a vendor, and the situation is not immediately rectified by the vendor and/or Market Manager and is determined to be detrimental to other vendor's sales or the Market itself, one of the following actions may be taken by the Board of Directors based on the severity of the complaint.

A written warning will be given to the vendor, including the date, time and nature of complaint.

AND/OR

A complaint will result in the vendor being subject to a two-week suspension of selling privileges. The vendor has a right to appeal before the Board of Directors.

AND/OR

A complaint will result in a minimum 90-day suspension and/or permanent removal from the Market.

- D. **Satisfaction of Complaints:** Vendors are required to satisfy any customer complaint in any circumstance. They must accept the returned product and dispose of it off-site. Failure to accept a product the consumer wishes to return will result in fines and penalties as determined by the Market.
- E. Any violation of Nevada County **Weights and Measures regulations** will be subject to a penalty.
- F. **No Refunds:** Any infraction of the State, Federal or local government or Market Rules and Regulations will not result in any refund or payment to the Producer for any money paid to NCFMA for booth fees.
- G. The **severity of any penalty** or discipline imposed by the Market Manager will be directly related to the gravity or repetition of the violation.

## SECTION 14: GRIEVANCES AND DUE PROCESS

- A. **Vendors removed** from a market or disciplined by the action of the Market Manager in regard to the reasons stated above shall have the right of appeal and review by the NCFMA Board of Directors. The decision by the Board of Directors regarding all of the above matters shall be considered final.

B. **Applicants who are not accepted** for admission to the market by the NCFMA Vendor Selection Committee shall have the right of appeal and review by the NCFMA Board of Directors. The decision by the Board of Directors regarding all of the above matters shall be considered final.

C. **Procedure:** As set forth in the California Corporations Code, the NCFMA has adopted a grievance/due process procedure that provides a fair and reasonable procedure for vendors or applicants aggrieved by a Market Manager or Vendor Selection Committee decision. This procedure is as follows:

1. Post on the NCFMA website, [ncfarmersmarket.org](http://ncfarmersmarket.org), an annual copy of these NCFMA Market Rules & Regulations and amendments within 90 days upon their adoption.
2. The Board of Directors will provide a written notice to the vendor of fine, expulsion, suspension, termination or non-acceptance indicating the reasons for such action within 15 days of the infraction taking place.
3. Provide an opportunity for the vendor to be heard, orally or in writing, at the next regularly scheduled monthly meeting of the Board of Directors. The request to be heard must be made within 15 days of receipt of the written notification.
4. Any grievance by a vendor shall be put in writing and submitted directly to NCFMA at [board@ncfarmersmarket.org](mailto:board@ncfarmersmarket.org).

#### SECTION 15: COVID-19 Protocols

A. The Market will follow CDC, State, and local health guidelines.

#### SECTION 16: AIR QUALITY ADDENDUM

Over the past few years, California has experienced devastating wildfire seasons. Smoke has traveled to Nevada County causing unhealthy air quality in our region. The Nevada City Farmers Market Association must consider the health and safety of its staff, vendors and community members when dangerous conditions present themselves. Closing a market is never an easy choice and is only considered with the health of safety of the community in mind.

AIR QUALITY INDEX - Particulate Matter	
301-500	Hazardous
201-300	Very Unhealthy
151-200	Unhealthy
101-150	Unhealthy for Sensitive Groups
51-100	Moderate
0-50	Good

NCFM Best Practices regarding AQI (numbers from [airnow.gov](http://airnow.gov) to assess the air quality) are as follows:

- **Above 100, vendors will not be penalized for late cancellations but we ask that no less than 2 hours notice be given.**
- AQI above 150, vendors may finish vending early as it pertains to their health. They may not bring their car into market before 1pm and must load up outside of the market boundaries for the safety of the public. Booth fees will be collected regardless of length of vending.

All efforts will be made to contact vendors ahead of time as staff will not be sent to redirect onsite. Communications will be sent via email, social media to the best of the market staff's ability based on profile information provided by the vendor on their application.

If the Market is closed, vendors may not arrive on-site to try and sell on their own. If for some reason, you miss the cancellation notice, you are to leave immediately upon observing market staff is not present.

Air quality is an ever-changing situation and is not reliably predictable. Should the air quality conditions escalate during a market day, the Market Manager reserves the right to close the market early on-site as needed.

We recognize that a missed market day results in real loss of income for both vendors and the market. This will only happen if deemed necessary for the safety of our staff, volunteers, vendors and community members.

We recommend that vendors regularly monitor air quality conditions and make a determination earlier if needed in order to minimize loss of product. Be sure that your contact information is up to date so that you receive updates in real time.

Also see Section 6, C-4 for additional Market cancellation specifications.

**Nevada City Farmers Market**  
**Rules and Regulations Acknowledgement and Agreement v. 2022.1**

I hereby acknowledge receipt of and agree to abide by the Nevada City Farmers' Market Association (NCFMA) Market Rules and Regulations. Rules and Regulations are available at [www.ncfarmersmarket.org](http://www.ncfarmersmarket.org) or can be mailed to you if you do not have email or web access.

I also acknowledge that all representatives of my organization that may attend NCFMA markets have read the NCFMA Market Rules and Regulations and agree to abide by those Rules and Regulations that apply to vendors.

I hereby agree, as participant in the NCFMA markets, that I will indemnify and hold harmless the sponsors of the market site, the NCFMA, its Board of Directors, their agents and employees, from any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with my/our use or occupancy as a participant in a NCFMA certified farmers' market or activity.

I hereby agree as a participant in the NCFMA markets that I will maintain vehicle and product liability insurance. I further agree that I will maintain all certifications, permits and licenses pertinent to my/our business.

I hereby certify that all products sold by my/our business are produced in or on my/our farm/ranch or production facility, except as pertains to second certificates.

I hereby certify that I have the authority to sign this Acknowledgement and Agreement as the participant or the participant's representative. By signing this Acknowledgement and Agreement, I agree to abide by all NCFMA rules, guidelines and procedures, AND ALL AMENDMENTS HEREIN PROMULGATED IN WRITING AND PROPERLY NOTICED, and understand that action may be taken by the NCFMA if I/we violate any of these.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print name \_\_\_\_\_

Business name \_\_\_\_\_