



July 9, 2010

Nicole Almaguer  
Environmental Specialist  
City of Albany  
1000 San Pablo Avenue  
Albany, CA 94706

Dear Nicole,

Thank you for the opportunity for Urban Village Farmers' Market Association to submit the following information for the RFQ in your search for a qualified operator to develop and manage the Albany Farmers' Market. I like that you've called it a "Community Farmers' Market", because that's what farmers' market events really promote and enhance –the building of community.

Congratulations on your on-going effort in "greening" the City of Albany. Urban Village continually takes steps to make our farmers' markets environmentally friendly. We are groundbreakers in the industry by leading the effort to reduce the use of plastic bags in farmer' markets. We are also providing separate recycle/compost/trash containers for customer use. Eventually we plan to eliminate all plastic food containers and utensils in our effort to make all of our markets a "zero waste zone".

Again thanks for including Urban Village in your selection process. We'll look forward to hearing from you soon.

Ron Pardini  
Executive Director  
Urban Village Farmers' Market Association

Urban Village Farmers' Market Association  
39120 Argonaut Way #780 - Fremont, CA 94538  
**Phone:** (510) 745-7100 - **Fax:** (510) 745-7180  
**E-mail:** [urbanvillage@earthlink.net](mailto:urbanvillage@earthlink.net) - **Website:** [urbanvillageonline.com](http://urbanvillageonline.com)



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## General Overview

Urban Village Farmers' Market Association, a Non-profit Mutual Benefit Corporation, was formed March 1997 to provide the best possible opportunity for farmers, food vendors, and community members to preserve, enhance, and enjoy regional fresh quality foods. UVFM's mission is to promote the family farm; help protect the local environment by sustaining and restoring surrounding greenbelt areas; and above all, to help build real community by fostering economic and social ties between producers and consumers.

The Certified Farmers' Markets have become important harmonious community meeting places, blending the various and diverse neighborhoods, which builds a strong sense of community. The Urban Village Farmers' Markets have been instrumental in many cities successful efforts to revitalize economically and socially depressed downtown areas. We have enjoyed the role of bringing California's agriculture and urban communities together for their mutual benefit, increased communication, and shared education.

While successfully operating 10 certified farmers' markets in Alameda and Santa Clara counties, Urban Village has been very selective each year with proposed offers from many cities over the years. Our priority is to continue to enhance the existing markets we operate, and not to spread California's small family farmers too thin. With this philosophy, we receive deep respect and loyalty from local vendors, downtown merchant associations, and the communities we serve, by running the best farmers' markets in the Bay Area. References will be provided upon request.

UVFM currently operates *year 'round* Certified Farmers' Markets in Downtown Oakland (Old Oakland – Friday, 8:00am-2:00pm), Downtown Sunnyvale (Saturday, 9:00am-1:00pm), Downtown Santa Clara (Saturday, 9:00am-1:00pm), Downtown Palo Alto (California Ave. – Sunday, 9:00am-1:00pm), Downtown Campbell (Sunday, 9:00am-1:00pm), Montclair Village, Oakland (Sunday, 9:00am-1:00pm), and Temescal district in North Oakland (Sunday, 9:00am-1:00pm). Our *seasonal* Farmers' Markets (May-October) include Cambrian Park, San Jose (Wednesday, 4:00pm-8:00pm), Downtown Los Altos (Thursday, 4:00pm-8:00pm), and Castro Valley (Saturday, 9:00am-1:00pm).

The Association has over 200 farmers and 75 food vendors participating in the ten Urban Village Farmers' Markets in operation. In addition, approximately 75 farmers and 100 food vendors are available or on a waiting list. Urban Village also has a participation list of over 100 Artisans whose "hand-made" crafts have been pre-juried for acceptable quality standards.

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## **Market Concept**

UVFM firmly believes site selection is critical to the overall success and sustainability of a farmers' market. It is important to evaluate every possible location, and without compromise select the best site where local residents & merchants can enjoy social gathering in a pleasant environment, and feel proud to be a part of the community. Adequate parking, traffic flow and convenience, visibility, and character of the site will be considered.

After proper planning, marketing and promotion, our goal would be to over-exceed customer expectations. We cater to a very sophisticated Bay Area customer, and are aware of the many farmers' market shopping options available. Our philosophy with launching new farmers' markets is, "you get one chance for a first impression". By offering a varied vendor mix of high quality farmers, food vendors, and artisans, with appropriate entertainment for everyone (music, face painting, balloon twisting), there should be no reason for locals to leave town, while potentially drawing neighboring residents into town for a festive, and enjoyable shopping experience.

Urban Village has a history of successful partnerships with City departments, Downtown Business/Merchant associations, and has worked closely with local community organizations, and school districts.

The following are services and responsibilities to be performed by UVFM staff:

- 1) Recruitment, placement, and product control of vendors;
- 2) Develop annual promotional and marketing plans;
- 3) Coordinate and implement advertising, publicizing, and "grass-root" promotions;
- 4) Provide insurance;
- 5) Arrange restroom facilities;
- 6) Management of daily operations of the market;
- 7) Organize and manage special events;
- 8) Place and remove barricades for Market closure;
- 9) Removal of market-day litter and trash;
- 10) Enforcement of market rules and regulations;
- 11) Active community participation, including "Merchant in the Market" booth;
- 12) Maintain liaison with regulatory agencies, vendors, community groups; and
- 13) Create a venue where the community and vendors enjoy a smoothly run, responsive, and locally focused market to achieve their diverse goals.

Attached are UVFM Rules and Regulations.

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**Urban Village  
Farmers' Market Association**

**RULES AND REGULATIONS  
2010**

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\*Page 10/11 must be executed by owner (or authorized participant representative),

and returned to UVFM within one week of receipt.

## **I. Philosophy of the Markets and Purpose of the Rules**

Urban Village Farmers Market Association (UVFM) operates Certified Farmers' Markets in accordance with state, county and local law for the benefit of farmers and consumers alike. Its purpose is to provide the community with a place to buy fresh produce direct from producers in a congenial atmosphere and to provide producers with a direct market for their goods.

The purpose of these rules is to govern the operation, administration and management of any Certified Farmers' Market under the control of the UVFM. In issuing rules, it is not our intent to burden participants with needless rules and regulations, but to ensure the smooth operation of the market.

UVFM management and its designated agents will implement and enforce all rules and regulations pertaining to the operation of any UVFM Certified Farmers' Market in a fair and equitable manner. We welcome suggestions for ways to improve the market.

## **II. Definitions**

### ***A. Certified Producer***

A person or entity authorized by the County Agricultural Commissioner to sell fresh fruits, vegetables, nuts, apiary products, cut flowers and nursery products directly to consumers at a Certified Farmers' Market. Products must be produced upon land controlled by the certified producer.

### ***B. Producer***

1. A person or entity who produces agricultural products other than certified produce by practice of the agricultural arts upon the land or waters which the person or entity controls. These products may include but are not limited to: poultry and meat products; aquacultural products; viticulture products; dried fruits and vegetables; juices, jams, or other processed agricultural products.

2. A person or entity who catches pelagic fish or shellfish from boats which the person or entity controls (fisherman).

### ***C. Food Vendor/Hot Food Vendor***

1. A person or entity that produces or controls the production of prepared/packaged foods.

2. A person or entity who prepares food products for on-site consumption.

### ***D. Artisan***

A person or entity that designs and is involved in all aspects of production of their art or craft.

***F. Seller***

Collectively, all categories above will be referred to as Sellers.

### **III. Application Procedure to Sell in the Market**

***A. Unsolicited inquiries***

Sellers may make unsolicited inquiries about the availability of space for their products in the market by submitting an application along with a copy of their producer certificate, or for food/art vendors, a list of their products to the UVFM. The management will respond to unsolicited inquiries within one week of receipt. In the event that space is not available at the time, producer certificates and product lists will be kept on file for one year. If space is available, a producer or vendor may be invited to attend the market on a trial basis at the discretion of the market manager.

***B. Invitations***

The market management will issue invitations to farmers to attend the market by January 15<sup>th</sup> of each year. Farmers should return their application by February 15<sup>th</sup>. Food Vendor/Artisan invitations are issued March 15<sup>th</sup>, and applications should be returned by April 15<sup>th</sup>.

***C. Required Documentation***

As part of the application process, producers and food vendors shall supply UVFM with copies of any permits, licenses and documents that are required by state or local regulations for the conduct of their business, as well as a map of their governing location and a complete list of the products they are requesting permission to sell.

***D. Notification of Admission***

After submitting their documentation, prospective farmers will receive a confirmation notice by March 15<sup>th</sup>, detailing any limitations on products they may bring and the time frame of their attendance at the market. Upon market management's receipt of necessary documentation, farmers and food vendors are immediately confirmed for markets specified on invitation, unless notified otherwise. Artisans must still notify market manager at least 24 hours prior to attending a particular market.

### **IV. Admission of Sellers**

***A. Who May Sell***

**1. Certified Producers and Producers**

Certified producers, producers, their immediate family or relatives residing in the producer's household, and their employees may sell at the market. An employee is any person employed by the producer at a regular salary or wage; it does not include a person who is reselling or whose compensation is primary based on a commission of sales.

## 2. Food Vendors and Artisans

Although state laws regarding Certified Farmers' Markets do not apply to non-agricultural products, the same producer-to-consumer philosophy applies to all items sold at any Market. Artisans must be the producer of the product. Food vendors and their employees may sell.

### ***B. Criteria for Admission of a Seller***

Admission to sell at any market shall be at the reasoned discretion of the Market Management. In making any determination in this regard, the management shall consider the following:

1. Producers/Food Vendors who meet the quality and product mix standards established by the market management for any particular season.
2. Maintaining a strong representation of seasonal, organic, and diverse products.
3. The number of unreserved spaces and other limitations of the markets including the extent to which the product(s) the producer/food vendor proposes to sell is (are) currently over or under represented at the Market.
4. Producer/Food Vendor's history of compliance with state, local government, and market rules and regulations.
5. Producer/Food Vendor's record of market attendance and history of market participation (number of years and weeks selling at the market). All other things being equal, preference will be given to participants from previous seasons.
6. Maintaining a balance of producers to vendors, in conformance with the market policy of including vendors as a complement to, rather than as direct competition for, producers.

### ***C. Duration of Admission***

1. Admission is on a year-by-year basis, with the year starting on January 1<sup>st</sup>.
2. There will be an annual re-evaluation of every market participant by December 1<sup>st</sup>.
3. Market participants will be notified of invitation or exclusion by January 15<sup>th</sup> of each year at the latest. However, the market management will give earlier notification to any market participant if it is decided at any earlier date that this participant will not be invited to return.

### ***D. Membership Fee***

The annual, voluntary market Membership Fee (\$50) entitles the seller to a reduced stall fee. The Annual Membership is from January through December for producers, and April through March for artisans and food vendors.



### ***E. Fee Structure***

The UVFM charges a flat fee per space. All stalls exceeding the standard 10-foot width are subject to an additional full stall fee. Stalls measuring or exceeding two standard widths will pay double stall fees. Vendors using an “L” or “U” configuration may do so at no additional charge, upon Market Manger approval.

Peak season fees are from April 1st through November 31st. Off season fees are from December 1st through March 31st.

Fees may be reduced at the Market Manager’s discretion on days of inclement weather.

Producer peak season fees are \$30.00 (member), \$35.00 (non-member) and off season fees are \$25.00 (member), \$30.00 (non-member). Backyard (less than ¼ acre) grower rates are \$20.00.

Food Vendor peak season fees are \$40.00 (member), \$45.00 (non-member) and off-season fees are \$35.00 (member), \$40.00 (non-member). On-premise food items (Hot Food Vendor) are an additional \$15.00.

Artisan peak season fees are \$35.00 (member), \$40.00 (non-member) and off season fees are \$30.00 (member), \$35.00 (non-member).

## **V. Admission of Products to the Market**

### ***A. Approval of Products***

All products offered for sale must have the prior approval of the market management.

### ***B. What May Be Sold***

1. Only California-grown produce may be sold in the Certified Farmers’ Market area.
2. Unless otherwise specifically listed as an additional authorized agricultural, processed agricultural or nonagricultural product in this section only fresh fruits, nuts, vegetables, shell eggs, apiary products, flowers and nursery stock listed on a producer's certificate may be sold at the market.
3. Aquacultural products (fish and mollusks) raised in California waters controlled by the producers may be admitted for sale within the Certified Farmers’ Market area.
4. Additional authorized processed agricultural products which may, under stated conditions be admitted for sale within the Certified Farmers’ Market are:
  - a. Dried beans' grains fruits, nuts and vegetables listed on the producer's certificate.
  - b. Shelled nuts, including those which have been slated, roasted, or flavored.
  - c. Dried herbs and spices.
  - d. Fresh juices.
  - e. Flower arrangements and wreaths.
  - f. Dairy and meat products.
  - g. Jams preserves, vinegars, and flavored oils.

All such products must have been produced by the producer by the practice of the agricultural arts upon land which the producer farms and owns rents, leases, or sharecrops.

All processed certifiable agricultural products must have and be accompanied by a verifiable listing of the fresh product on the producer's certificate. Such products must also be clearly labeled with farm name, address, ingredient list and weight. The seller must be able to show location and capability of processing or, if processing is done by a second party, the method used to ensure that the processed product returned is the original product submitted by the seller for processing. Receipts, volume data, and letters verifying methodology may be requested or required.

5. Additional authorized non-agricultural products which may be sold are:
  - a. Ocean fish and shellfish.
  - b. Bakery products.
  - c. Select food items prepared by the original producer.
  - d. Hand crafted art produced by the vendor.

#### ***C. Criteria for Admission of a Product***

The management aims to offer customers a broad selection of products and prices without making the market so competitive and the products so redundant that market sellers cannot make a reasonable income. The management reserves the right to prohibit sellers from offering certain products, based on the following considerations:

1. Seller's history of selling such product within or adjacent to the market. When practical, significant weight and preference shall be given to products sold by the seller in previous seasons.
2. The present competitive availability of the product within the market; that is, whether present sellers of the product are adequately meeting consumer demand. To the extent practical, monopolies and oversupply will be avoided.
3. The type and relative quality of the product intended to be offered for sale by the seller, as well as the proposed price.
4. Other limitations and market policies affecting product admission.

#### ***D. Second Certification***

Upon written authority, and prior approval of the market management, a certified producer may be granted permission to sell for one other certified producer, under the following conditions:

1. The selling producer may not sell for more than one other producer at a time.
2. There shall be a supplemental market fee of \$10.00 per day.
3. The agricultural products shall be separated at the stand and identified as to producer.
4. More than 50% of the products sold must be those of the producer selling.

5. Second certificate producer's name must be on seller's Certified Producer Certificate.

## **VI. General Market Rules, Policies and Requirements**

The regulations of the California Department of Food and Agriculture pertaining to direct marketing (Article 6.5, Group 4, Chapter 3, Title 3 of the California Code of Regulations) are hereby incorporated by reference to be part of these rules. Market management's interpretation of the Agricultural Code will control all initial questions and disputes about their application.

In most cases, penalties for non-compliance with the market rules follow a progression as detailed in Section VII (page 9), and beginning with a warning. However, a few rules carry stiffer penalties or immediate fines; such penalties are indicated below.

### ***A. No reselling***

No re-sale of any products are to be made in the certified markets.

### ***B. Market Days & Hours***

- California Avenue (Palo Alto) is on Sunday from 9:00am to 1:00pm, year 'round.
- Cambrian Park Farmers' Market is on Weds. from 4:00pm to 8:00pm, May - October.
- Campbell Farmers' Market operates on Sunday from 9:00am to 1:00pm, year 'round.
- Castro Valley Farmers' Market is on Saturday from 9:00am to 1:00pm, May - October.
- Los Altos Farmers' Market is on Thursday from 4:00pm to 8:00pm, May – September.
- Montclair Farmer' Market operates on Sunday from 9:00am to 1:00pm, year 'round
- Old Oakland Farmers' Market operates on Friday from 8:00am to 2:00pm, year 'round.
- Santa Clara Farmers' Market is on Saturday from 9:00am to 1:00pm, year 'round.
- Sunnyvale Farmers' Market operates on Saturday from 9:00am to 1:00pm, year 'round.
- Temescal Farmers' Market operates on Sunday from 9:00am to 1:00pm, year 'round.

### ***D. Reservations and Cancellations***

1. A seller is responsible for giving at least one week's notice of starting and ending dates.
2. A seller must make a reservation at least 3 days in advance.
3. We ask that cancellations be made as soon as sellers know they will not attend, and at latest the day before the market by 4:00 p.m. All cancellations must be made by a phone call to the UVFM office; in-person verbal notices are not acknowledged nor considered an approved cancellation. Sellers who cancel without adequate notice, or fail to cancel their reservation, will be charged the stall fee for the vacated space. Exceptions can be made for emergencies.

### ***E. Arrival and Departure***

Sellers should arrive at least one hour prior to the published opening time of the market and may arrive two hours ahead. Due to safety considerations, sellers are expected to stay for the entire duration of the market. If seller is sold-out and obtains market managers permission and assistance, an exception can be made. Failure to arrive before the market start time, or departure before the end of the market, will result in a fine of \$50. Seller is not guaranteed a space if arrival is after published market start time.

Sellers may, at the management's discretion, begin selling prior to the official opening hour.

***F. Assignment of Selling Space***

The producer's location and space size shall be assigned at the reasoned discretion of the market management. In making any determination, the management shall consider the following:

1. The maintenance of good consumer-producer relationships. Specifically, management shall attempt to maintain continuity by allocating spaces to their previous users whenever possible.
2. The maintenance of good product mix and consumer traffic flow.
3. Quality of product, display, presentation, customer service and owner attendance.

***G. Setup, Safety, and Sanitation***

Our goal is to have a neat, safe, and aesthetically pleasing market. Causing or maintaining an unsafe or unsanitary condition at the market is prohibited.

All display table frontages must be behind the setup line designated by management; no boxes or produce displays may extend into the common customer traffic areas. Producers who display produce on a side table must allow at least 24 inches of side aisle within the producer's space for customer ingress and egress. Tables and other display fixtures must be sturdy, stable, and not overloaded. All shades and shelters must be tied down and completely secured in windy conditions or be subject to immediate removal.

***H. Cleanup and Litter***

Before transacting any sales, sellers shall ensure that their selling areas and the immediately surrounding grounds are cleared and free of any produce trimmings, droppings, or other litter. Any trimming of produce must be done so that trimmings fall in a box or container and not in the ground. Every stall must have a trash receptacle for public use.

Before leaving the market, all matter and debris in the seller's area, including an area extending halfway into the common traffic area, must be completely removed and taken with the producer, without regard to whether the litter originated in the seller's area.

***I. Identification Signs***

All producers must display a sign, legible at ten feet, clearly identifying their name or the name of their establishment and, preferable, the city or town where their production occurs.

***J. Permits and Licenses***

All required permits and licenses shall be prominently displayed during selling hours, including current Producer Certificate.

***K. Prices***

All prices must be clearly marked or posted. Collusion and deceptive pricing practices are prohibited. Bargaining with the consumer is specifically allowed.

***L. Noise, Disturbances and intrusion***

No radios may be played during market sales hours. No loud hawking, shouting or barking to promote products is allowed. Unreasonable or outrageous conduct and disruptive action, including the throwing of anything are prohibited.

All product promotion must occur within the space assigned to the producer and not to any common area. Sampling of products must be done within assigned selling space.

***M. Smoking***

There shall be no smoking in the market.

***O. Bags***

If Sellers choose to provide bags for customers, UVFM accepts paper bags along with biodegradable bags certified by BPI or ASTM under ASTM D64400-04 Standard Specification for Compostable Plastics. Plastic and “degradable” bags are not permitted. This ban includes plastic “t-shirt” bags and LDPE produce rolls. The ban DOES NOT include the OPP flower sleeves or pre-packaged items at this time. To be exempt from this ban, seller must submit proposal to UVFM citing reasons for exemption.

***P. Compliance with Food and Drug Laws***

When selling at market, sellers and their products shall comply with all applicable requirements of the California I Uniform Retail Food Facilities Law and the California Sherman Food Drug and Cosmetic Law, specifically:

1. All produce and containers of produce must be kept at least 6 inches off the ground.
2. Food preparation (except trimming) is prohibited.
3. Processed foods must be processed in an approved facility and properly packaged and labeled under clean and sanitary conditions.
4. Dried fruit and shelled nuts sold in an unpacked bulk form must be displayed with a cover and conform to dispensing methods approved by the local health department.
5. No live animals, birds or fowl may be kept or allowed within 20 feet of any area where food is stored or held for sale.
6. Sellers selling nonagricultural food products are required to have a valid permit from the local jurisdiction and are not considered part of the Certified Farmers' Market.
7. All products sold as organic must be grown, produced, or processed in accordance to standards of the National Organic Program (NOP) administered by the U.S. Department of Agriculture. Organic certification by a government accredited certification agency must be displayed.

8. Samples may be distributed in accordance with the following guidelines:
  - a. Keep samples in clean, covered containers approved by the local health agency.
  - b. Use toothpicks or disposable utensils to distribute the samples.
  - c. Dispose of pits, peels, and rubbish in leak-proof garbage receptacles with close-fitting lids.
  - d. Use clean, disposable plastic gloves when cutting produce for samples.
  - e. Produce intended for sampling must be washed and cleaned.
  - f. Utensils and cutting surfaces must be washed and sanitized (use a chlorine solution of one teaspoon liquid bleach per gallon of water).
  - g. Cutting surfaces must be smooth, non-absorbent, and easily cleanable.

#### ***Q. Partnerships and Cooperatives***

Producer certificates with two or more names listed as producer must provide acknowledged evidence of partnership or other legitimate business agreement. Co-operative farming agreements will not be regarded as partnerships. Farmers who wish to sell products from another farm in their county, must do so on a second certificate.

#### ***R. Weights and Measures***

When any product is sold by weight, the scale used shall be approved, tested and sealed by the County Agricultural Commissioner, Sealer of Weights and Measures.

### **VII. Non-Compliance and Penalties**

A seller may be removed or suspended from any market or have selling privileges of the market conditioned, modified, or limited by a market manager for any failure to obey or conform to state or local government regulations or market rules and regulations.

A seller is responsible for the actions of its representatives, employees, and agents. The severity of any penalty or discipline shall be directly related to the gravity of the violation. If possible and reasonable under the circumstances, a market manager will give adequate warning and notice of possible disciplinary action prior to actually taking action. Certain severe violations of the rules may lead to immediate disciplinary action. Repeated seller infractions will be treated with increasing severity depending on the nature and gravity of the type violation(s). The typical disciplinary progression will be: 1st offense: Warning. 2nd offense: Fine (up to \$50). 3rd offense: Suspension. 4<sup>th</sup> offense: Termination.

### **VIII. Appeals**

Any seller aggrieved by a manager's decision may appeal for review by the Farmers' Market.

An oral request for review should be followed by a written request. The Executive Director, or its designated representative, may refuse to review or agree to review, and may uphold, modify, or vacate a manager's decision. A decision by the UVFM Board of Directors shall be made in writing and shall be final.

### **IX. OTHER PARTICIPANTS**

***Entertainers, event participants, and educators***

All musicians, entertainers, event participants, and special attractions at the Farmers Markets' must be pre-approved by the Market Manager in advance. For approved entertainment, demonstrations, or educational exhibits, space is provided free.

**X. 2010 SIGNATURE PAGE**

The undersigned acknowledges receipt of and agrees to abide by the Rules and Regulations of the Urban Village Farmers' Market Association (UVFM) pursuant to the interpretation of Market Management.

The participant agrees to indemnify and save harmless the sponsors of the market site, Urban Village Farmers' Market Association, its Board of Directors, agents, servants and employees from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, and any damage, injury, or loss to any person or persons, including, but not limited to, persons to whom the participant may be liable under any Workers Compensation law and the participant him/herself, and from any loss, damages, cause of action, claims or suits for damages, including, but not limited to, loss of property, goods or merchandise, caused by, arising out of, in any way connected with participants use of the privileges herein granted.

UVFM shall not be liable for losses or any other liabilities whatsoever, for the failure to operate a market due to holidays, destruction by fire or other calamity, or by act of God, strikes, statutes, ordinances, or any legal authority or any other cause beyond the Urban Village Farmers' Market Association's control.

I hereby declare that I have authority to sign this acknowledgement/agreement as the participant or the participant's representative.

---

SIGNATURE

DATE

---

PARTICIPANT'S NAME (Please print)

---

BUSINESS NAME

---

STREET ADDRESS

---

CITY

STATE

ZIP

---

AREA CODE – TELEPHONE

## **XI. 2010 RESALE ENFORCEMENT AGREEMENT**

I understand that it is strictly forbidden for any producer, as defined in the Urban Village Farmers' Market Association (UVFM) Rules and Regulations, to resell products whether they are certified or not, at any Certified Farmers' Market which UVFM operates.

I am also aware that State law forbids the re-sale of fresh fruits, nuts, vegetables, shell eggs, apiary products, flowers, and nursery stock at any Certified Farmers' Market.

I realize that UVFM will suspend any owner, producer, employee or representative associated with the business which violates this important rule/law. A suspension applies to all Markets managed by UVFM.

Upon first violation, UVFM will fine and suspend the owner(s), producers(s), employee(s), or other representatives associated with the business for a minimum of one (1) year and withdraw all seniority for same. A fine of \$500.00 will be due. Conditions for re-entry will include the costs of two (2) visits to the farm or other locations where products are produced, processed or held.

Upon second violation, there will be permanent disqualification.



In the event the suspended party legally contests a decision of the Board of Directors, and the legal matter results in a decision favorable to UVFM, the suspended or disqualified party shall be liable for payment of the necessary and reasonable attorney's fees of UVFM.

\_\_\_\_\_  
OWNER/AUTHORIZED PARTICIPANT SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT FULL NAME

\_\_\_\_\_  
FARM / BUSINESS NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY

STATE

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
AREA CODE - TELEPHONE