



TOPANGA
FARMERS
MARKET

RULES AND REGULATIONS

FOR ALL VENDORS:

Vendor Parking:

- Vendor vehicles and vans must park in our lower lot. To access the lower lot, drive behind the Community House and down the driveway. There is no vendor parking along the sides of the driveways, behind the senior classroom (marked classroom parking only) or in front of the playground.

Set-Up:

- Arrival times for ALL vendors will be between 7am-8:45am. If you arrive after 9:00 you will not be able to pull up to your booth space to unload as the market opens at 9 and the area will be closed to all vehicles. If you anticipate arriving late, please contact the Market Manager.
- Upon arrival you will check in with the Market Manager.
- Farmers Market hours of operation are Fridays from 9 am - 1 pm,
- Set-Up - starts at 7 am
- Tent weights are required, with a minimum requirement of 20 lbs on each pole.
- The TFM prefers white tents, but no one will be excluded from participation based on the color of their tent.

Take-Down:

- All vendors begin taking down their booth no earlier than 1pm and finish no later than 2pm.
- After the market has ended, please check in with the Market Manager and hand in your load-in sheet and confirm your outstanding market fees to be paid online.
- As the Farmers Market area is closed to vehicles from 9-1, vendors can not bring their vehicles for loading until 1:00 pm
- Your 10x10 area must be swept clean of all trash and debris with nothing left behind at the conclusion of the market. Unwanted, damaged, or non-sellable products must be taken with you or composted in the compost on site down in the underground lot.

Trash:

- Please do not throw unsold goods in the trash or dumpster. The TCC has a composting bin at the bottom of the hill (the lot down the driveway behind the house.) and all unwanted or damaged fruits and vegetables can be donated to the Food Forward non-profit collection at the end of each market or taken down to the community composting bin. (This includes scraps from juicing).

Zero-Waste and Plastic Free Policy:

- The TFM aims to be a zero-waste market.
- All vendors are required to not sell, use, or package items involving single-use plastic. This includes plastic bags, plastic utensils, plastic or styrofoam to-go containers. Items such as plates, cups and utensils must be made from recycled/post-consumer paper or other biodegradable materials. Vendors are required to use non-plastic sustainable packaging that can be recycled or composted. The TFM will provide bins for recyclable waste.
- Vendors must only use paper bags for customers. Customers will be encouraged to bring their own reusable bags. Vendors should charge customers for paper bags if there is a financial concern.
- Vendors who utilize sustainable packaging will be prioritized. Exceptions will be made for vendors that are required, for health and safety, to use plastics.

Vendor Fees and Payment:

- Upon being accepted to participate in the TFM, each vendor must login to their MarketSpread account using their email address used to originally apply.
- All vendors must pay the flat weekly booth fee on the MarketSpread website every Monday, 5 days prior to the market date (Fridays).
 - Farmer/Producers: \$40/week + \$2 per market attended for state legislative fee paid upfront through online portal MarketSpread. At the conclusion of each market, if 6% of their gross market sales exceeds \$40, the vendor will pay the difference as a second online payment.
 - Pre-Packaged/Prepared Foods: \$60/week + \$2 per market attended for state legislative fee upfront through online portal MarketSpread. At the conclusion of each market, if 6% of their gross market sales exceeds \$60, the vendor will pay the difference as a second online payment.
 - Makers/Artisans: \$50 flat fee + \$2 per market attended for state legislative fee per market upfront through online portal MarketSpread.
- **Load Sheets:** Market participants will complete and turn in a load sheet for record keeping and billing purposes. The Market Manager will provide a paper copy of the load sheet before the end of the market. Load sheets shall include an itemized list of all products sold at the TFM. Additionally, all market participants shall indicate sales by commodity group and total gross sales per commodity group. Load sheets shall contain a declaration of the dollar amount of wholesale transactions. Load sheets shall be submitted to Market Management on the same day, with a grace period of 48 hours.

Absences and Cancellations:

- Vendors or their employees are expected to be present in the market every week that they are scheduled. A schedule of vendor participation will be agreed upon in advance by the Market Managers and the vendors.
- Absences from the market are limited to no more than 2 absences every 16 scheduled markets. Vendors are required to give management at least 48 hours notice of an absence. There are no refunds for unexcused absences. Absences due to unforeseen circumstances, such as road closures, traffic delays and vehicle breakdowns will be refunded at the discretion of the market managers.
- If the Farmers Market is canceled due to weather or other unforeseen circumstances, vendors will be credited. Topanga Farmers Market (TFM) has the right to cancel the market with as little as 3 days notice.

Sign Up Requirements:

- In order to confirm your participation in the Topanga Farmers Market, vendors must provide a Certificate of Insurance, a Sellers Permit, and the necessary permits from the Department of Public Health. These documents must be uploaded to each vendor's Market Spread account before your application is formally accepted and paper copies must be displayed at all vendor booths each market day.
- **Insurance:** Activity, food vendors, and vendors selling products must submit a \$1,000,000 insurance policy **naming the Topanga Community Center as additionally insured.** (see sample on last page of this document of certificate needed)
- When any of your documents expire, it is your responsibility to email the TFM with your updated documents as soon as you have renewed.

Product Criteria:

- All items for sale and/or information to be distributed by vendors must be disclosed on the vendor application. Items and information that have not been disclosed and represented will not be allowed. Please email the Market Manager an updated list of your products each week so they can properly market your items to customers.
- TFM reserves the right to prohibit the exhibit and/or sale of items that are not in keeping with the community nature of the event.
- All spaces are designed to be informational and sales only. Vendors may not have activities, demonstrations, music or amplified sound in booth spaces without making arrangements with TFM staff prior to the market.

Smoking:

- Smoking is prohibited at TFM and the TCC

Signs:

- All signs must be professionally created and produced to ensure that a professional appearance is maintained. No signage may be left at the location.

Flyers and Handouts:

- TFM strongly discourages flyers and handouts as they increase trash considerably at the end of the event. However, if you do hand out flyers or other materials, all distribution may only be done from your booth. Please try to help us in our efforts to keep our event and our environment green by not handing out excess flyers. We encourage the use of QR codes displayed at your booth so customers can access your website and social media accounts without needing to print paper materials.

Electricity:

- Electricity is only provided to prepared food vendors. Prepared food vendors will be stationed in the area closest to power outlets. If you need electricity and you are not a prepared food vendor, please discuss with the Market Manager in advance.

Internet:

- Anyone accessing the TCC network for WiFi accepts full responsibility and risk for using the network.
- The TCC does not guarantee network security. Furthermore, the TCC does not guarantee a stable network experience, users may experience slow processing or outages. Vendors need to ensure they have a "back-up plan" that doesn't require the internet in order to ensure sales.

Discrimination and Harassment:

- The TFM does not allow discrimination or harassment toward any person while at the TFM.
- Discrimination consists of directing negative, derogatory or demeaning comments or behavior toward any person on the basis of race, religion, age, gender, sexual orientation, national origin or disability.
- Harassment is any word or action meant to embarrass, offend, intimidate or impede another person's ability to engage in lawful activities while at the TFM. Harassment includes any conduct which could be unwelcome or unwanted even if the individual has no intention to harass. Even well-intentioned conduct can constitute harassment if the individual would find it offensive (e.g. gifts, over-attention, endearing nicknames, hugs.) Simply because no one has complained about a joke, gesture, picture, physical contact or comment does not mean that the conduct is welcome.

**FOR FARMERS/PREPARED & PREPACKAGED FOOD VENDORS ONLY:
(Artisans may skip to the final page)****Health Code Compliance:**

TFM is a licensed food facility that operates under a Public Health Operating Permit issued by the Los Angeles County Department of Environmental Health. Health Code compliance at a TFM includes, but is not limited to the following:

1. All food shall be stored at least six inches off the ground.
2. No live animals are permitted within twenty feet of food being stored or sold, except for service animals as defined by the ADA.
3. Prepackaged food sold directly to the customer must be prepared and packaged at an approved food facility. Prepackaged food must be clearly labeled with the following information
 - a. Name of the item;
 - b. Weight or volume of the package;
 - c. Ingredient list;
 - d. Name and location of the manufacturer.
4. All food products prepared for resale at TFM must be prepared in a county Health Department licensed commercial or Certified home kitchen, and a copy of the facility's health permit must be kept at the seller's stand.
5. Produce sampling that follows the California Health and Safety Code guidelines is permitted.
6. Cut melons with skin on and sprouts must be kept on ice. Dairy products must be maintained at 45 degrees.
7. Processed products such as dried fruits and salad mix must be covered or clearly marked with a sign stating "wash before consuming"

Signs:

- During selling hours the following documents shall be conspicuously posted at the point of sale:
 1. A sign or banner that states the farm name, the county of production and a statement "We Grow What We Sell" or similar phrase for each farm that is selling in the booth
 2. Embossed current Certified Producer's Certificate (CPC) which lists "Los Angeles" as an Authorized County
 3. Employment Agreement;
 4. Current organic registration and certification;

5. When an organic grower is also selling non-organic produce at the same stand, the non-organic produce must be physically separated from the organic produce and clearly labeled "non-organic" in letters at least 2 " high;
6. All applicable Health permits;
7. All applicable exemption permits;
8. Prices must be clearly posted

Tables:

- All tables must be covered by a washable surface or cloth.
- All prepared food vendors must lay down a 10x10 tarp to avoid food/grease spills on the asphalt.

Hand Wash Station:

- Per LA County Health Department policy, all food vendors must have a hand wash station that includes a gravity-feed hands-free water dispenser with paper towels, a hand soap pump, and sanitizer.

Sampling

Distribution of food samples may occur under the following conditions, as allowable by Public Health guidelines:

Sampling Setup:

- Five (5) gallon hot (100o) water container with downward-facing continuous flow spout (for hands and produce washing);
- Non-absorbent cutting board;
- A knife used exclusively for sampling;
- 1% chlorine solution for sanitizing the cutting knife – 100 ppm (1/2 oz. per gallon)
- Liquid pump soap dispenser (bar soap is not acceptable);
- Single use (paper) towels;
- Cover (sneeze guard) for cut samples;
- Single-serve toothpick dispenser or tongs for handing out samples;
- Bucket to catch wash water.

Sampling Procedures:

- All produce must be washed in potable water before cutting, and wastewater shall be collected in a receptacle and disposed of in the kitchen sink located by the back kitchen door (unless it contains harmful chemicals).
- Samples must be cut out of reach of customers and under a canopy or protective cover. Cut samples must be kept covered.
- Clean, disposable plastic gloves shall be used when cutting food samples; Samples must be served to customers on a toothpick or with tongs.
- Samples shall be kept in approved, clean, covered containers.
- All food samples shall be distributed by the Producer in a sanitary manner.

Closed or Sealed Containers:

- All Certified and Non-certifiable Agricultural Products (fresh fruits, nuts and vegetables) sold in closed consumer containers shall be labeled with the name, address, and ZIP code of the producer, and a declaration of identity and net quantity of the commodity in the package

Pre-packaged and Non-certifiable Processed Agricultural Products:

- Food prepackaged in a food facility shall bear a label that complies with the following:
 1. The common name of the food, or absent a common name, an adequately descriptive identity statement;
 2. If made from two or more ingredients, a list of ingredients in descending order of predominance by weight, including a declaration of artificial color or flavor and chemical preservatives, if contained in the food
 3. An accurate declaration of the quantity of contents;
 4. The name and place of business of the manufacturer, packer, or distributor.
- Bulk Food that is available for consumer self-service shall be prominently labeled with either (1) manufacturer's or processor's label that was provided with the food or (2) a card, sign or other method of notification

Kitchen Sink Usage:

- Food vendors have access to a three compartment sink in the TCC kitchen. There is no disposal and no dishwasher. All food scraps should be placed in the composting bucket on the floor next to the sink.

Fire Safety:

- Vendors preparing heated food onsite must bring their own fire extinguisher.

Disclaimer: All persons, companies or organizations reserving booth space at the Topanga Farmers Market (TFM), do so as independent contractors and not as employees or agents of the Topanga Farmers Market, the State of California, the event hosts or its agents.

I request permission to sell products at the Topanga Farmers Market. I will adhere to the requirements of the market's rules and regulations. I agree to the market's booth fee payment policies and requirements. I understand that I will be expected to be in the market when I am scheduled to attend. I have signed the attached Participation Agreement. I understand that I will be required to cooperate with market management, to pay the required booth fees on each market day, and to provide a copy of my permits to the market management.

Name of Vendor _____

Signature of Vendor _____ Date _____

Participation Agreement

I, the undersigned, in consideration for participating in the Topanga Farmers Market (TFM), agree to the following terms and conditions:

I shall indemnify, defend and hold harmless the Topanga Farmers Market, its officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner connected to the willful misconduct or negligent acts, errors or omissions by me, my agents and employees, in connection with my participation in the Topanga Farmers Market, and in the performance of services, work or activities under this Agreement.

I agree that I will maintain vehicle liability insurance, and where applicable, product liability insurance, in effect while I am participating in this certified farmers' market.

I agree and understand that the participation of my farm/business is allowed at the discretion of the market managers and the continuation of my selling privileges is based upon the following factors: consistent reserved attendance, cooperation with the market manager, quality of products, submission of completed load lists, adherence to the market rules and regulations, and adherence to the State of California's direct marketing regulations and where applicable the State of California's Uniform Retail Food Laws.

I agree that any dispute that arises between myself and the Topanga Farmers Market shall be resolved by arbitration according to the rules of the American Arbitration Association.

I hereby declare that I have the authority to sign this acknowledgement/agreement as the participant or the participant's representative. By signing this acknowledgement/agreement, I acknowledge that a representative of Topanga Farmers Market may visit and conduct an onsite inspection of the location(s) where my product(s) is/are produced and/or stored to verify compliance with the Market Rules and Regulations and the State of California's regulations.

I acknowledge receipt of and agree to abide by the Topanga Farmers Market Rules and Regulations.

Signature _____ Date _____

Email your signed agreement to [Hello@TopangaFarmersMarket.com](mailto>Hello@TopangaFarmersMarket.com).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN ADJUSTED BY THE INSURER.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LO OTHER:		X	2022-60430		EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2022-60430	7/7/2022	7/7/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			2022-60430 UMB	7/7/2022	7/7/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	EIG 1234038 12	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Topanga Community Club Inc. 1440 N Topanga Boulevard Topanga, CA 90290	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE