



TOPANGA
FARMERS
MARKET

RULES AND REGULATIONS (FARM & FOOD VENDORS)

Set-Up and Late Arrival Policy

Market Hours:

- The Farmers Market operates on Fridays from 9:00 AM to 1:00 PM.

Set-Up Time:

- Vendor set-up begins at 7:00 AM. We encourage vendors to arrive early to ensure a smooth setup process.
- **Tent Weights:** All tents must be secured with a min. of 20 lbs of weight on each pole.
 - **If you forget tent weights, you must rent them from the market for \$15.**
 - **If you forget a tent, you must rent one from the market for \$20.**
 - Rental charges are due the same day of the market that items are used.

Vendor Arrival Time:

- Vendors must arrive between 7:00 AM and 8:45 AM.
- If you arrive after **8:30 AM**, you will not be permitted to pull up to your booth space to unload, as the market opens at 9:00 AM and the area will be closed to vehicles.

Late Arrival:

- **Arriving after 8:45 AM is considered late.** Late arrivals compromise the safety of customers who arrive promptly at 9:00 AM and detract from the market's professional appearance. Unloading and setting up after the market opens is both unsafe and disruptive.

First Late Arrival (after 8:45 AM): You will receive a verbal and written warning.

- **Subsequent Late Arrivals (after 8:45 AM):**
 - Each additional late arrival will result in a \$25 fine paid the day of the market.
- **Multiple Late Arrivals:**
 - If you are late more than three times, your continued participation in the market may be jeopardized at the discretion of the Market Manager and Founders.

Communication:

- If you anticipate being late, please contact the Market Manager and Market Founder as soon as possible: Sarah: 646-373-7678 or Kate: 818-480-1118

Vendor Parking:

- **Upper Lot Food Vendors:** 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 or in front of the playground.

Take-Down:

- Vendors begin take down their booth no earlier than 1pm and finish no later than 2pm.
- After the market has ended, check in with the Market Manager and hand in your load-in sheet and confirm your outstanding market fees to be paid online or in person.
- As the Farmers Market area is closed to vehicles from 8:30-1, vendors can not bring their vehicles for loading until 1pm
- Your 10x10 area must be swept clean of all trash and debris with nothing left behind at the conclusion of the market.



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Trash and Composting:

- Unwanted, damaged, or non-sellable products must be taken with you or composted in the compost on-site down in the underground lot. Check-in with Johnny from Greener Empowerment Foundation about composting at the end of the market - if you need an introduction, ask the Market Manager or Market Founders.

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. We will provide bins for recyclables.
- 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 acceptance to participate in the Topanga Farmers Market, each vendor must log in to their MarketSpread account using the email address they originally applied with. Your account is already created and you will need to reset your password.
- Fees are payable upfront in cash, check, or through the MarketSpread online portal.

Farmers/Producers:

- At the conclusion of each market, each farm is required to pay a \$2 state legislative fee and \$2 cleaning fee per market attended, plus 6% of their gross market sales.

Pre-Packaged/Prepared Foods:

- At the conclusion of each market, if 6% of gross market sales exceeds \$60 (for 5 x 10 booth) or \$85 (for a 10 x 10 booth), 6% of sales will be the vendor fee instead.

5 x 10 booth	10 x 10 booth
\$60 flat fee or 6% of gross market sales	\$85 flat fee or 6% of gross market sales
\$2 cleaning fee	\$2 cleaning fee
\$2 state legislative fee	\$2 state legislative fee



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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 - before Tuesday night. **If a vendor gives management less than 48 hours notice of an absence (anytime after Tuesday night), they will still be responsible for their base booth fee and will be invoiced.** 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 notice as Friday morning.

Sign Up Requirements:

- In order to confirm your participation in the Topanga Farmers Market, vendors must provide a Certificate of Insurance, 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

Dogs:

- Dogs are not allowed on the Topanga Community Center property. If you bring your dog to work at the market, they are not allowed to stay in your car during the market - this is unsafe and inhumane. Please leave all dogs at home.

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.



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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.

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.

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



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- 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:

- 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.



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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 bin at the Greener Empowerment Foundation booth.

Fire Safety:

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

RULES AND REGULATIONS - Signature Page



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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.

Business Name of Vendor _____

Vendor's Name _____

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 acknowledgment/agreement as the participant or the participant's representative. By signing this acknowledgment/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 Topanga Farmers Market Rules and Regulations.

Signature _____ Date _____

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