

# VENDOR APPLICATION CHECK LIST:

Each item must be checked off and completed before you can be approved for the farmers market.  
**PLEASE NOTE: AS OF 1/31/2014 PLASTIC BAGS ARE PROHIBITED IN ANY FARMERS MARKET.**

- APPLICATION** – Signed & Dated
- PRODUCT SAMPLES** (Pre-packaged & Prepared Food Vendors)
- COPY OF PRODUCER'S CERTIFICATES** (Farmers Only)
- STATE ORGANIC CERTIFICATES** (Farmers Only – if applicable)
- EMPLOYEE LETTER** (MUST BE FILLED OUT BY FARMERS!!! - if applicable)
- SELLER'S PERMIT** (Retail Only)
- PHOTOS OF PRODUCTS** (Retail Only)
- PUBLIC HEALTH OPERATING PERMIT** (Pre-packaged & Prepared Food Vendors)
- PRE-PAYMENT** –  
1 MONTH IN ADVANCE BY CHECK MADE PAYABLE TO CITY FARM.
- LIABILITY INSURANCE** –  
ADDITIONAL INSURED ON THE COI MUST STATE THE FOLLOWING EXACTLY AS IT READS:
  - **City Farm Inc.**, and their respective officers, directors, agents, and employees;
  - **SOUTH COAST TRADE CENTER ASSOCIATION SOUTH COAST TRADE CENTER 3, L.P.**  
c/o Burnham USA Equities, Inc. 1100 Newport Center Drive, Suite 200, Newport Beach, CA 92663
- EQUIPMENT** –
  - **Fire Approved 10x10 Canopy**
  - **Approved 20 lbs. Canopy Weights (No sandbags or dumbbells allowed).**
  - **Banners with the required FOOD PRODUCERS name and address.**
  - **Canopy walls and floor for PREPARED FOOD vendors.**
  - **Broom and dustpan.**
  - **Proper FOOD SAMPLING display with sneeze guard.**
  - **FOR NIGHT MARKETS, extension cords, and at least two CFL clamp lights per tent.**
- SOCIAL MEDIA INFORMATION** –  
PLEASE BE SURE TO INCLUDE ALL SOCIAL MEDIA INFORMATION AS REQUESTED IN THE APPLICATION SO THAT WE CAN BEST PROMOTE THE MARKET AND YOUR BUSINESS.

# City Farm




3244 Barham Blvd. • Los Angeles CA 90068 • TEL (310)869-8979 • FAX (323)378-6818 • Email: [info@lacityfarm.com](mailto:info@lacityfarm.com)

## SOCO City Farm Farmers Market

Tuesdays 5:00 pm – 9:00 pm

Located at 3303 Hyland Ave, Costa Mesa, CA 92626

### APPLICATION FOR VENDORS

<b>NAME :</b>			
<b>COMPANY NAME:</b>			
<b>EMPLOYEE NAME:</b> (If Certified Farmer, please attach employee letter)			
<b>ADDRESS</b>			
<b>CITY:</b>	<b>STATE:</b>	<b>ZIP:</b>	
<b>TELEPHONE:</b>	<b>MOBILE / PAGER</b>		
<b>FAX:</b>	<b>EMAIL:</b>		
 @	 @		facebook.com/
<b>Tent Space Requested</b> (circle one): 10 ft. 20 ft. 30 ft. 40 ft.			<b>Date:</b>
<b>Certified Farmers Only</b>			
<b>Farm Location:</b>			
<b>Total Acres:</b>	Organic	Conventional	<b>County of Production:</b>

#### VENDOR FEES (Check One):

- CERTIFIED AGRICULTURAL PRODUCTS**..... \$10 or 7% of sales (whichever is greater)\*\*
- FLOWERS**..... \$10 or 7% of sales (whichever is greater)\*\*
- PREPARED FOODS**..... \$40 or 10% of sales (whichever is greater)\*\*
- PRE-PACKAGED FOODS**..... \$40 or 10% of sales (whichever is greater)\*\*
- RETAIL**..... \$40 or 10% of sales (whichever is greater)\*\*
- PROMOTIONAL**..... \$250 per market\*\*

\*\* Fees are based on a single 10 ft. x 10 ft. tent. Minimum fees increase for each additional tent requested.

### HOW TO APPLY

**STEP 1: SUBMIT A SIGNED & DATED APPLICATION ALONG WITH THE FOLLOWING DOCUMENTS:**

- PRODUCT SAMPLES** (Pre-packaged & Prepared Food Vendors)
- COPY OF PRODUCER'S CERTIFICATES** (Farmers Only)
- STATE ORGANIC CERTIFICATES** (Farmers Only – if applicable)
- EMPLOYEE LETTER** (Farmers Only - if applicable)
- SELLER'S PERMIT** (Retail Only)
- PHOTOS OF PRODUCTS** (Retail Only)

**STEP 2: ONCE APPROVED, COPIES OF THE FOLLOWING DOCUMENTS MUST BE DELIVERED TO OUR OFFICE BEFORE ATTENDING THE MARKET:**

- LIABILITY INSURANCE** – EXACTLY AS STATED IN SECTION II OF THE MARKET RULES.
- PUBLIC HEALTH OPERATING PERMIT** (Pre-packaged & Prepared Food Vendors)
- PRE-PAYMENT** – 1 MONTH IN ADVANCE BY CHECK MADE PAYABLE TO CITY FARM.

PLEASE NOTE If any information is missing, or is incorrect, you application will not be approved, and you will not be allowed to attend the market. If you have any questions regarding these documents please call or email us at the contact info above.

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## MARKET RULES AND POLICIES

### SECTION I – GENERAL MARKET GUIDELINES:

1. **RAIN OR SHINE.** This market is held every week, rain or shine. In the event that weather conditions or other extraneous circumstances require the market to be canceled, the market Manager will do so at their own discretion. Should the market be canceled, vendors will be credited any fees paid for that day.
2. **PERMITS & LICENSES.** Vendors are solely responsible to comply with the rules and regulations of the Department of Agriculture, the Department of Health and any other government agency in the city where the farmers market is held. Any fines incurred by these agencies for violations must be paid by the vendor.
3. **RIGHT OF REFUSAL.** The market manager reserves the right to refuse any vendor from selling items at the market that do not comply with market rules and policies, or vendors who have not been approved for the market by City Farm management.
4. **VENDOR SPACE.** Farmers/vendors must set-up in the designate area assigned by the market manager. The Certified and Non-Certified Sections of the market are clearly delineated and characterized by signage.
5. **REMOVAL FROM MARKET.** If a Vendor is in violation of the terms agreed to herein, the Manager reserves the right to remove the Vendor from the market upon notice of the violation. The Vendor may be given the option to correct the violation and return at a later date upon the Managers sole discretion. .
  - a. Written notice of the violation will be delivered via mail, email, or fax, within 48 hours of the market for violating the terms of the market agreement, or failure to provide the necessary documentation. The violation will state the reason for the notice and the proposed penalty based on the market rules.
  - b. A vendor/producer may appeal the violation or penalty within 72 hours of receipt of the notice.
  - c. A violation can be disputed by scheduling a hearing with City Farm Managers, or in writing by providing written documentation for the appeal, and any evidence related to the disputed violation.
  - d. Within one week of the appeal hearing, or review, City Farm will deliver a written statement to the vendor/producer with an explanation of the decision.

### SECTION II – INSURANCE, CERTIFICATES & PERMITS:

1. **INSURANCE REQUIRMENTS.** All vendors must carry the following insurance: General Commercial Liability with 1,000,000 limits per occurrence (Comprehensive Bodily Injury, Property Damage, Fire, Product Liability), and worker’s compensation insurance. Proof of insurance must be delivered and approved by the market manager before arriving at the market.
2. **ADDITIONAL INSURED.** The following additional insured (collectively, “Additional Insured’s”) must be added to your insurance policy:
  - **City Farm Inc.**, and their respective officers, directors, agents, and employees;
  - **SOUTH COAST TRADE CENTER ASSOCIATION SOUTH COAST TRADE CENTER 3, L.P.**  
c/o Burnham USA Equities, Inc. 1100 Newport Center Drive, Suite 200, Newport Beach, CA 92663

### SECTION III – MARKET OPERATIONS:

1. **ARRIVAL TIMES.** Vendors must arrive at least one (1) hour prior to the market opening, and must not leave until after the market has closed and is safe to exit without endangering pedestrians, vendors, or other vehicles.
2. **TRASH REMOVAL.** Vendors are responsible for cleaning their work area at the end of each market. The area must be left cleared of all trash before leaving the premises. **Vendors are required to bring their own broom and dustpan to each market. Vendors that do not clear their work area may be removed from the market.**
3. **SAFTEY EQUIPMENT.** Vendors are required to carry the following safety equipment to each market:
  - The proper number of approved 20 lbs. canopy weights, with bungee cords, or zip ties (1 weight per leg).
  - First aid kit; fire approved canopy; and fire extinguisher if cooking with a flame.

## **SECTION IV – SAFETY GUIDELINES:**

1. **FOOD SAMPLING.** Vendors offering food samples must use sneeze guards that comply with the Health Department regulations. (The Health Department’s phone number is 310-665-8450.)
2. **APPROVED TENTS.** Vendors must provide documentation showing that tents are flame retardant and are in compliance with Fire Department standards.
3. **LIQUID WASTE.** Liquid waste must be properly disposed of in the designated area **prior** to leaving the market each week.

## **SECTION V – MARKET FEES:**

1. **VENDOR FEES.** Vendor fees must be paid in advance on a monthly basis, as applicable, unless otherwise agreed to by City Farm management. All fees paid are non-refundable. Fees are subject to change. In the event that there is a fee change, notice of the change will be given to all market vendors, and the change will take effect in the following quarter.
2. **LATE FEES.** All Vendors that do not arrive 1 hour prior to the market opening are considered late and must pay a **\$15 late fee**. This fee must be paid at the end of the market along with the vendor fees. Vendors that arrive late three times or more, or fail to pay the late fee, may be removed from the market at the market manager’s sole discretion.
3. **HONOR SYSTEM.** This market operates on an “Honor System” basis with its vendors. Vendor integrity alone determines the effectiveness of this system. We hold all vendors accountable for providing accurate sales recording. Failure to do so will affect vendors as a whole. Please honor your word and allow this system to work to avoid paying higher market fees in the future.
4. **EQUIPMENT FEES.** If a vendor does not have the proper weights, or other required equipment as specified in this agreement, a fee of **\$10** will be assessed at the end of the market.
5. **RESERVED SPACE & NON-ATTENDANCE.** To hold or reserve a space in the market vendors must pay the minimum vendor fees required a month in advance. Any notice of non-attendance for a scheduled absence must be delivered in writing via email, fax, or postal service no later than **72 hours** prior to the date. Any fees paid are non-refundable.
6. **NSF PAYMENTS.** Any payment that is returned insufficient will result in a **\$35 NSF Fee**.
7. **PAST OWED FEES.** All unpaid vendor fees must be paid in full prior to returning to the market. Once payment has been received a space will be provided based on availability. No space is guaranteed.
8. **INVOICES.** All Vendors are required to fill out a sales invoice at the end of each market, and deliver the invoice along with payment, if owed, to the market manager **BEFORE** breaking down their tent. Farmers must properly report their product load on the sales invoice for each market.
9. **SALES AUDITS.** Vendors are subject to sales audits by the market manager without notice. Any underpayment found must be remedied in full by the vendor within five (5) days of such audit and may be subject to a fine of up to ten percent (10%) of the amount of underpayment, and may result in being removed from the market.

## **SECTION VI – ADMISSION OF CERTIFIED PRODUCTS:**

1. Admission of a producer to the market is based on the following specifications:
  - a. Producer’s positive or negative history of compliance with state, local government and market rules and regulations.
  - b. Producer’s history of market participation. When practical, significant weight, priority and preference should be given to member growers returning from previous seasons.
  - c. The competitive availability and number of sellers of producers’ product present within the market. If practical, monopolies and surfeits (gluts) should be avoided.
  - d. Whether the present number of sellers of producer’s product are adequately supplying consumer demand.
  - e. The number of unreserved spaces and other limitations of the market. Period of attendance time and limitations of type and quantity of product allowed may condition admission of a producer.

2. Admission of a producer's products to the market is based on the following specifications:
  - a. Producer's history of selling such product within or adjacent to the market. When practical, significant weight and preference should be given to products sold by producer in previous seasons.
  - b. The present competitive availability (number of sellers) of producers product within or adjacent to the market. If practical, monopolies and surfeits (gluts) should be avoided.
  - c. Whether the present sellers or producer's product are adequately supplying consumer demand.
  - d. The type of relative quality of product intended to be offered for sale by the producer. Field run produce shall be encouraged. Culls or lowest grade only sales shall not be allowed. At the most, 10% of the produce intended for sale by the producer shall be less than number 2 grade.

3. **3 CCR § 1392.4**

A certified farmers' market may allow, or prohibit, a certified producer or his/her immediate family member or employee to sell at that market certified agricultural products on behalf of a maximum of two other certified producers including, but not limited to, separate entities, such as partnerships, in which the certified producer has an interest as an individual member. If such a practice is allowed, the following provisions shall be met by the certified producer and shall be specified in the certified farmers' market's rules and regulations:

- a. A certified producer must provide proof of current certificates from the county of origin, along with the vendor application and vendor insurance. Certified producers without a current or valid certificate will not be accepted.
  - b. A certified producer shall not represent, nor be represented by more than two other certified producers in a 12-month period.
  - c. Each certified producer's certified agricultural products to be sold or offered for sale shall be separated and identifiable by each certified producer's valid certificate at the point of sale.
  - d. The name of the certified producer for whom another certified producer is selling shall appear on the certificate of the certified producer that is conducting sales at a certified farmer's market.
  - e. The name of the certified producer who is selling the products of another certified producer shall appear on the certificate of the person or entity for which the certified producer is selling.
  - f. The certified producer selling for another certified producer shall be selling or offering for sale, at the same certified farmers' market on the same day, certified agricultural products which the certified producer conducting the sales has produced and which are in greater volume than the volume offered for sale for the other certified producer. For purposes of this section, the volume shall be measured by the weight or dollar value of the products at the time and point of sale. This volume requirement shall apply only at the beginning of each day of sale.
  - g. The producer applying for certification shall obtain and submit to the agricultural commissioner, prior to certification, written authority from said other certified producers to sell on their behalf.
  - h. Commission sales and buying and selling between certified producers is prohibited. Any payment made for the service of one certified producer selling for another certified producer shall not be related to the volume or value of the products sold.
  - i. The SOCO CITY FARM CERTIFIED FARMERS' MARKET operator may prohibit or otherwise establish rules regarding sales permitted under this subsection that are more restrictive, provided that such prohibition or restriction is contained in the market's written rules and regulations.
  - j. A certified producer who sells certified agricultural products on behalf of another certified producer or whose products are sold by another certified producer at a certified farmers' market shall keep for a period of not less than three years, the following records relating to such products:
    - k. Date of transfer to seller and accurate amount of products, by weight, dry measure, or count, transferred. Each separate product and amount shall be recorded according to variety.
    - l. Date of sale and accurate amount of products, by weight, dry measure, or count, sold. Each separate product and amount shall be recorded according to variety.
    - m. Names of both certified producers involved.
    - n. A certified producer subject to this subdivision shall produce, for inspection, records required by this section upon demand of a representative of the department or county agricultural commissioner.
4. Should any certified producer fail to follow these rules, and/or fails to provide proper certification, they will be immediately removed from the market until corrections have been made. Any employee of a certified producer that does not have the proper employee paperwork, or fails to comply with the market rules, will also be removed from the market until corrections have been made.

**SECTION VI – ACKNOWLEDGEMENT:**

You acknowledge and agree that you and City Farm shall at all times be acting and performing in the capacity of independent contractors and not as an employee, agent, partner or joint venture of the other party or its affiliates.

**By signing below I acknowledge and accept the terms of this agreement:**

\_\_\_\_\_  
Owner/Authorized Agent (Signature)

\_\_\_\_\_  
Company/Farm Name

\_\_\_\_\_  
Owner/Authorized Agent (Print)

\_\_\_\_\_  
Date

**REQUIREMENTS FOR COOKING AT SPECIAL EVENTS**  
(Appendix B)

EVENT NAME: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_

- 1) No cooking is permitted under canopies or in non-approved indoor structures.
- 2) Cooking devices using propane must have the propane bottle outside the booth and properly secured in an upright position.
- 3) All fittings and hoses used with propane shall be approved for such use by an approved testing laboratory.
- 4) Propane shall be limited to the supply on site. There shall be no remote storage area.
- 5) Propane cylinder size is limited to a 5.76-gallon capacity. (Larger capacity may be allowed only with prior Fire Department approval.)
- 6) There is a limit of one propane cylinder on site per vendor.
- 7) Refueling of propane cylinders on site or at other than approved locations is prohibited.
- 8) You must provide your own fire extinguisher with a minimum of 20BC classification at each booth.
- 9) A minimum of 3 feet clearance must be provided between the public and the cooking device by a barricade.
- 10) All cooking devices shall be secure, stable and level.
- 11) O.C. County Health Department approval shall be obtained for cooking on site.
- 12) No smoking is permitted within 25 feet of propane cylinder or inside the tent or canopy.
- 13) All propane connections shall be tested for leakage by performing the manufacturer's recommended testing procedures.

**ACKNOWLEDGED AND AGREED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company/Farm Name

(This is a recommendation only. **DO NOT** send to City Farm)

## SHAHINIAN VENDOR INSURANCE

### General Liability Insurance Program

\$2,000,000 General Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Product Liability Coverage (For Food Vendors Only)

\$ 5,000 Med Pay

Insurance premium includes all named additional insureds.

### Premium Options (Check one)

\_\_\_ **Food** Vendors: \$ 175.00 per year, first location. Each additional location \$125 per year

\_\_\_ **Non Food** Vendors: \$ 150.00 per year, first location. Each additional location \$100 per year

\_\_\_ **Food** Vendors daily rate: \$15.00 per day (minimum 4 day purchase required)

\_\_\_ **Non Food** Vendors daily rate: \$ 8.00 per day (minimum 4 day purchase required)

\_\_\_ **Association Fee** annual requirement: \$15.00

Name \_\_\_\_\_

Business Name \_\_\_\_\_

Product Sold \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_

Market Name \_\_\_\_\_

Market Location( or mall name) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Effective Dates \_\_\_\_\_ to \_\_\_\_\_

- I understand that the coverage I am purchasing is a fully earned premium and therefore the premium paid is non-refundable
- I understand that the coverage I am purchasing applies only to the location listed above
- I understand that the coverage I am purchasing does not protect my property or equipment from any loss or damage.

Credit card number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Security Code \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

In order to apply, please complete the form above and fax in the form with credit card info

Shahinian Insurance Services, Inc  
PO Box 4093 Tustin, CA 92781-4093  
Phone: 714-544-3963 / fax: 714-544-4370  
E-mail: [insurance@shahinian.com](mailto:insurance@shahinian.com)



## EMPLOYEE LETTER

**If you are an employee working for a farmer, this form must be filled out and signed by the FARMER.**

I, \_\_\_\_\_, a Certified Producer under Title 3, Article 6.5 of the California Administrative Code, do employ \_\_\_\_\_ as authorized under Section 1392.2 to sell agricultural products of my own production for me at a Certified Farmers' Market. I attest that compensation to the above named employee is based on a fixed salary and not on a commission or on a resale basis.

I will immediately notify the endorsing Agricultural Commissioner/Sealer upon termination of change in status of my employees.

I am aware that any violation of the Direct Marketing Regulations (Title 3, Article 6.5) by me or by my employees may be cause for civil penalties with fines up to \$1000 and revocation of my Certified Producer's Certificate and/or of my privilege to participate in a Certified Farmer's Market in an endorsing County.

Executed this \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_. Renewal of this employment  
(Day) (Month) (Year)  
agreement is required upon expiration of Certified Producer's Certificate.

\_\_\_\_\_  
Certified Producer

Certificate No. \_\_\_\_\_

Date: \_\_\_\_\_