

# **Rules and Regulations of Sonoma's Tuesday Night Market**

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Presented by:  
City of Sonoma &  
Sonoma Valley Chamber of Commerce

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# **1. Introduction**

## **1.1 Sonoma’s Tuesday Night Market Operators**

Sonoma’s Tuesday Night Market Operators (STNMO) is a partnership between the City of Sonoma, a municipality, and the Sonoma Valley Chamber of Commerce, a non-profit entity, whose mission is to create a farmers market, community event, and social gathering place, offering community members an opportunity to purchase fresh, locally grown produce, foods, and artisan goods and services, and provide vendors an opportunity to sell their products locally. STNMO pursues its mission by providing farmers the opportunity to sell directly to consumers at a Certified Farmers Market (CFM). STNMO operates the CFM in the Sonoma Plaza offering a wide variety of fruits, vegetables, and other agricultural products, in conjunction with a weekly community event offering prepared foods, packaged foods, and artisan crafts and services. Collectively, the CFM and community event are called “Sonoma’s Tuesday Night Market” (STNM). The partnership operates the STNM as a proprietary activity taking place on City-owned property, subject to the applicable State of California laws, rules and regulations governing and regulating this type of activity. As authorized under state law, these rules and regulations are established to supplement the state requirements regarding the organization, conduct, operations and other activities of the STNM.

## **1.2 Sonoma’s Tuesday Night Market Advisory Committee**

The STNM Market Advisory Committee (MAC) will be comprised of one City of Sonoma employee and one Sonoma Valley Chamber of Commerce employee and 3-5 members of the community. The role of the Market Advisory Committee is to select the vendors who will be accepted into STNM. Utilizing criteria that are aligned with the policy goals as outlined in the conditions of operations of STNM, the Market Advisory Committee will select those vendors that best fit with the core objectives of the policy approved by City Council.

## **1.3 State Law: Direct Marketing Regulations**

The STNM CFM is subject to provisions of the California Food and Agricultural Code (the “Code”) and regulations under the Code that regulate and encourage the direct sale of agricultural products by farmers to consumers (collectively, the “Direct Marketing Regulations”). The Direct Marketing Regulations set out a variety of requirements for the operation of Certified Farmers Markets, including, the following:

- CFMs must have a defined area where only agricultural products are sold.
- Only producers—persons primarily responsible for producing agricultural products on land those persons control—may sell agricultural products at the CFM.
- Only agricultural products (certifiable and non-certifiable) produced or harvested in the state of California may be sold at a CFM.
- Producers may sell only products they grow; they may not sell products purchased from someone else.

- It is unlawful for sellers to make false, deceptive, or misleading statements about the area of production, identity of the producer, or manner of production with respect to any agricultural product.
- CFM operators may establish rules and regulations for the design and management of their markets.

STNMO operates STNM and its CFM in accordance with these principles and requirements, and with requirements under state and local health, fire safety, and other laws. More detail on the California Food and Agriculture Code can be found at <http://leginfo.legislature.ca.gov> under Chapter 10.5 and more detail about the applicable state Food and Agriculture regulations can be found at <https://govt.westlaw.com/calregs> in Article 6.5.

## **1.4 This Document**

This document (“Rules and Regulations”) sets out STNMO’s rules and regulations as adopted by the City of Sonoma and the Sonoma Valley Chamber of Commerce. The Rules and Regulations are designed to facilitate the effective operation, administration, and management of STNM. Nothing in these Rules and Regulations shall be read, construed or interpreted to conflict with, or violate any of the Direct Marketing Regulations or any other applicable state law or regulation. The Rules and Regulations cover, among other things:

- application, admission, production, and selling requirements for agricultural producers, non-agricultural producers, prepared and packaged food vendors and artisans participating in STNM;
- how STNM operates;
- conduct requirements for STNM vendors;
- stall inspection activities, and vendors’ consent to such activities;
- STNMO’s procedures for dealing with Rules and Regulations violations and other problems;
- broad authority of the STNMO contractor charged with running STNM (known as the “Market Manager”), including their full discretion to interpret and enforce the Rules and Regulations;
- obligations of vendors to interact with the Market Manager in a respectful and courteous way; and,
- Market locations and hours, application and stall fees, required documentation, stall spaces, signage and labeling definitions, and sampling requirements in separate exhibits at the end of the document.

STNMO’s staff and contractors have final authority in interpreting and enforcing these Rules and Regulations.

## **1.5 Definitions**

Persons who sell products or who are otherwise admitted to participate in STNM are referred to in these Rules and Regulations as “Vendors.” In addition, the Direct Marketing Regulations define a

variety of terms. Unless otherwise noted, the terms “agricultural products,” “non-agricultural products,” “certified agricultural products,” “non-certifiable agricultural products,” “certified farmers market,” “producer,” “certified producer,” and “processed agricultural products” used in these Rules and Regulations have the meanings given them in the Code or the Direct Marketing Regulations.



## **2. General Participation**

### **2.1 Vendors, Products, and Activities**

STNM features a variety of vendors. Agricultural vendors grow and sell fruit, vegetables, and other agricultural products. Other vendors sell food, beer or wine produced off-site. Prepared food vendors prepare and sell food on-site. Others present at STNM provide services, entertainment, or engage in outreach activities, all of which contribute to the community ambience at STNM. Other sections of the Rules and Regulations set out specific admission, production, and operating requirements for these various types of vendors.

### **2.2 Time Manner and Place Regulations**

All vendors, products and activities will have a designated time they can participate, a designated space in which to engage with patrons, and specific restrictions upon which they can engage with the public. These items are identified within the Rules and Regulations and within the contract each vendor, service provider, entertainer or outreach organizer is required to complete in order to participate in the Market. In all cases the number of stalls available for use are clearly marked and there are restrictions on the number of them available. In the case of non-profit 501(c)(3) and/or (c)(4) organizations and those utilizing the area specifically designated for political, social, and other speech (“free speech tables”) the speakers shall comply at all times with the reasonable time, manner, and place restrictions established by the STNMO.

### **2.3 Admission and Approval**

STNMO must admit a vendor and approve all products and services to be offered by the vendor before it may participate in STNM. STNMO communicates admission decisions to applicants in writing, usually via email.

### **2.4 Duration of Vendor Privileges**

Vendor privileges exist for a limited period of time, never to exceed the market season. Vendors must newly submit an application to participate in STNM each calendar year.

### **2.5 Other Limitations on Participation**

Vendor privileges are specific, and may be limited by duration or product offering, such limitations to be conveyed to the vendor in writing. Vendor privileges may be limited, suspended, or terminated for noncompliance with these Rules and Regulations, as provided in Section 17. Vendor privileges may be limited, suspended, or terminated between seasons as required to support the success of STNM.

### **2.6 Seniority; No Guarantee**

STNMO does not guarantee admission to the Market to any vendor, even if a vendor has participated in the Market in prior years or for many years (a “Prior Vendor”).

## **2.7 Non-Discrimination**

STNMO will not grant or deny admission to a vendor based on the vendor's race, religion, color, national origin, disability, age, gender, gender identity or expression, sexual orientation, veteran status, and/or other classifications protected under Federal, California and municipal laws.

## **2.8 No Transfer of Admission or Approvals**

Except as allowed in Section 2.9, no vendor may transfer its admission or approvals under these Rules and Regulations to any other individual or entity.

## **2.9 Change of Ownership**

For the purposes of these Rules and Regulations, a change of ownership is defined as follows:

- For sole proprietors, the sale or other transfer of the assets of the business operating at STNM; and,
- For LLCs, corporations, or other entities, an individual who is not, or an entity that is not controlled by, an immediate family member of the equity owner of the entity acquires, directly or indirectly, 50% or more of the equity interests of, or all or substantially all of, the assets of the entity operating at STNM.

A vendor that undergoes a change of ownership may continue to participate in Markets for the balance of the current season if the vendor:

- provides prompt written notice of the change of ownership to STNMO;
- provides STNMO with evidence that the vendor is in compliance with the insurance requirements set out in Section 19.1 and provides such other documents as STNMO may reasonably request;
- provides STNMO with evidence that the vendor is in compliance with all regulatory and certification requirements including but not limited to Certified Producers Certificates, organic certification and health permits;
- responds promptly to STNMO inquiries concerning the change of ownership; and
- does not make any material changes in its selling activities at STNM, including, without limitation, changes in product offering, manner of production, organic registration or certification, or branding.

For vendors that fail to comply with any of these requirements, STNMO may terminate current participation privileges and/or condition future participation in STNM upon modification of current practices. For all future seasons, new owners will be considered as a new vendor. A change of ownership does not guarantee the new owner(s) the same admissions or stall locations as the previous owner. Stall reservations have no fungible value.

## **2.10 Second Certificates**

No certified producer may sell certifiable agricultural products at STNM that were produced on land controlled by a third party without a valid second certificate. STNMO will permit vendors to sell products under second certificates only if such offerings would provide unique agricultural products. STNMO retains full discretion in approving offerings for sale under second certificates. Vendors selling under second certificate must comply with the additional requirements specified in **Exhibit C**.

## **3. Applications**

### **3.1 Application Process**

STNMO's application process involves the following steps.

- STNMO has separate applications for agricultural vendors, food vendors, artisans, and non-profit organizations. Applications are available for download from the STNM website.
- Applicants submit to STNMO a signed and completed application form and payment of application fees as specified in the Application Fee Schedule in Exhibit D.
- STNMO reviews the application, either rejects or conditionally admits the applicant, and so notifies the applicant.
- Applicants submit to STNMO all applicable required documents specified in Exhibit E.
- STNMO will notify the applicant of final admission and stall location after submission of all satisfactory and current documentation, as specified in Exhibit E.

STNMO has full discretion in making admissions decisions for all vendors.

### **3.2 Admissions Criteria**

Admissions criteria are set out in Section 4.

### **3.3 Mid-Season Proposed Product Changes**

If a vendor wishes to sell products during the current STNM season not approved by STNMO at the time of vendor's acceptance, the vendor must submit a written request to STNMO specifying proposed changes at least 14 days before the vendor wishes to change its products or services offered. Vendors must receive written permission from STNMO before they may make such changes.

### **3.4 Limitations**

In accepting an applicant, STNMO has full discretion to limit products, ingredients, growing practices, food preparation methods, and duration of participation as a condition for admission into STNM as provided in Section 2.5

### **3.5 No Guarantee**

STNMO has full discretion in making admission decisions. Timely submission of an application does not guarantee admission to STNM, or guarantee that, if admitted, STNMO will approve all products an applicant wishes to sell. Product approvals do not automatically carry over from any previous Market year. Vendors that stop selling the products or type of products that they sold when their application was reviewed, may lose their accepted status. This includes producers who indicated they would sell organic products when their application was processed, but who sell only conventionally grown products at a later date.

## **4. Admissions Criteria**

### **4.1 Criteria for Applicants**

STNMO takes multiple factors into consideration in admitting applicants and their proposed product offerings. These factors include, without limitation.

#### **(a) Applicant Characteristics**

- Preference given based on vendor's business location: Highest preference given to City of Sonoma businesses; then Sonoma Valley businesses (South of Pythian Road and North of Hwy 37 between ridges of Mayacamas Mountain Range and Sonoma Mountain Range); then Sonoma County businesses; and then outside-of-Sonoma-County businesses.
- References received by STNMO from other certified farmers' market operators concerning Applicant's history of farmers market participation.
- Variety of products an Applicant has sold or proposes to sell at STNM.
- Preference given to Applicants who are previous vendors and to their previous product offerings, subject to Section 4.2.
- Preference to limit the variety of products an Applicant may sell in favor of allowing more certified producers and or vendors to participate in Markets.
- Preference given to certified producers who sell value-added products over non-agricultural producers offering similar products.
- Preference given to packaged and prepared food vendors whose processed products feature seasonal and/or regional ingredients purchased from certified producers and to applicants who use certified local agricultural products and processed foods in their products.
- Preference given to packaged and prepared food vendors and artisans whose product offerings do not directly compete with nearby brick-and-mortar vendors.

#### **(b) Product Characteristics**

- Quality of products.
- For out-of-season produce, its reasonable shelf life beyond the growing season or whether it is grown in greenhouse facilities.
- Preference given to locally grown products relative to the City of Sonoma.
- Preference given to products appearing on a certified producer's primary certificate.
- Preference given to products on a second certificate that do not appear on the cross-referenced certified producer's primary certificate.

#### **(c) Market Characteristics**

- Overall diversity of products available at STNM.
- Demand for particular products at STNM.
- Number of vendors offering certain products at STNM.
- Space availability at STNM.
- Balance between certified producers and other categories at STNM.

#### **4.2 Additional Factors: Prior Vendors**

In reviewing applications from prior vendors, STNMO also considers:

- History of successful and consistent participation at STNM including adherence to these Rules and Regulations and applicable laws, timeliness of fee payments and Market arrival and set-up, satisfactory stall inspections, consistent attendance, and the absence of consumer complaints;
- History of constructive, respectful, and courteous interactions with Market Manager and other STNMO staff, including compliance with directions;
- History of acting respectfully and courteously towards consumers and other vendors; and,
- Effective enhancement of consumer knowledge of products being sold and how they were produced, as measured by the applicant's presence, employee knowledge, and the quality of stall displays, brochures, and/or handouts.

#### **4.3 Additional Factors: Waitlisted Applicants**

STNMO maintains a waitlist of applicants for STNM who were not admitted in the relevant year. If openings arise during a Market season, STNMO has full discretion to admit any applicant waitlisted without regard to time on waitlist, number of times the applicant has been waitlisted, or any other characteristic.

## **5. Production Requirements**

### **5.1 Certified Agricultural Products**

Vendors may only sell certified agricultural products that they produce themselves, and those permitted under second certificates, approved by STNMO. Reselling of any certified agricultural products, as defined in Section 11.2, is strictly prohibited, and may result in immediate expulsion of the vendor from STNM. Revocation of a vendor's Certified Producer's Certificate will result in immediate suspension from STNM participation. Section 17 sets out other consequences of the revocation of a vendors Certified Producers Certificate.

### **5.2 Organic Generally**

All products sold as organic must be grown, produced, or processed in accordance with federal and state laws, including, without limitation, the USDA National Organic Program and the California Department of Food and Agriculture Organic Program. A vendor who has submitted an organic certification or organic registration to STNMO and has received STNMO's permission to sell organic products must notify STNMO within 10 days if such certification or registration is cancelled or withdrawn. Until the vendor provides STNMO with a renewed organic certification or organic registration, the vendor may not use the term "organic" in its farm name, signage, or labeling at STNM.

### **5.3 Cannabidiol (CBD)**

Products harvested from or derived from marijuana are banned from farmers markets under California law. Products intended for human consumption through eating, drinking, smoking, inhaling or other means containing CBD harvested from or derived from hemp may not be sold at STNM. This includes both raw, unadulterated products and products for which CBD is added as an ingredient.

### **5.4 Involvement in Product Processing**

Producers selling packaged or processed products, art, or crafts must be actively involved in preparing the products they sell. Reselling and or repackaging products produced by others does not constitute active involvement in preparation of the products. With limited exceptions, STNMO does not allow non-agricultural producers to buy and resell products and does not invite participation of product distributors.

### **5.5 Overlapping Categories**

Vendors whose products or practices place them in more than one of the above categories are subject to all of the requirements of each category. STNMO has full discretion in determining the applicable category or categories.

## **6. Market Operations**

### **6.1 Market Operations**

The Market Manager has authority to interpret, apply, and enforce these Rules and Regulations. The Market Manager's role includes making admissions decisions related to the Market, determining the products that may be sold, overseeing setup and cleanup, making stall assignments, collecting fees, and handling disagreements. The Market Manager will communicate issues of concern to the City. Any questions or need for higher level review or interpretation shall be the responsibility of the City's Community Event Manager.

### **6.2 Interaction with the Market Manager**

All vendors—regardless of their tenure of participation in STNM, relationship with STNMO, or otherwise—are expected to interact with the Market Manager in a respectful and constructive way. Refusing to comply with Market Manager directions, treating the Market Manager in a disrespectful way, or otherwise acting inappropriately towards the Market Manager, will not be taken lightly. As provided in Section 4.2, such conduct is taken into account in reviewing applications by prior vendors for admission and may give rise to administrative action under Section 17.

### **6.3 Compliance**

STNMO operates STNM in accordance with applicable laws and contracts, including, without limitation, the Direct Marketing Regulations, municipal regulations and permitting requirements, and site contracts relating to Market operations. STNMO's interpretation of these laws and contracts will control all disputes and questions about their application. STNMO shall enforce all rules and regulations pertaining to the operations of the STNM in a fair and equitable manner.

### **6.4 Standard Operating Procedures**

STNMO has full discretion to issue Standard Operating Procedures for STNM. At the beginning of each season, STNMO will distribute to vendors paper and/or electronic copies of the Standard Operating Procedures for STNM.

### **6.5 Days and Hours**

STNMO will establish the day and hours of operation for STNM. Market operating hours are set out in **Exhibit A**.

### **6.6 Poor Weather**

STNM operates rain or shine, meaning that vendors are expected to participate on every scheduled Market day, irrespective of weather. In the event of poor or unsafe weather, the Market Manager, has full discretion to adjust STNM operations, as addressed in **Exhibit B**, to provide for a successful and safe Market day, including, without limitation, changing setup procedures, changing stall locations, prohibiting use of tents, adjusting departure procedures, or closing the market early.



## **6.7 Unsafe Conditions**

If STNMO receives a credible report predicting unsafe conditions for a future Market day, STNMO may decide not to operate the market on that day as addressed in **Exhibit B**. In this circumstance, STNMO will inform the vendors scheduled to attend the Market of the closure as soon as possible.

## **7. Attendance and Stall Fees**

### **7.1 Attendance**

Vendors are expected to attend all Market days that they committed to in their application. If STNMO suspects that a vendor is not attending a Market solely because of poor weather or anticipated slow sales, STNMO may take such conduct into account when reviewing a prior vendor's application under Section 4.2; such conduct may also result in administrative action under Section 17.

### **7.2 Absences**

A vendor that is not present, for any reason, for a particular Market day, will incur their contracted stall fee (or minimum stall fee) for that day, except that every vendor is entitled to one free absence per Market season. Payments for absences are expected at the next market the vendor attends. For any Market day where the vendor will be absent, STNMO requests notification as early as possible, by email, text or voice mail to the Market Manager, but at least 24 hours prior to Market start. STNMO has full discretion to suspend a vendor's selling privileges at STNM for the remainder of the Market season if the vendor is absent two or more times in a 30-day period.

### **7.3 Stall Fees**

STNMO charges all vendors daily stall rental fees for participation at STNM as set out in **Exhibit G**. STNMO also charges stall fees for absences as set out in Section 7.2. STNMO determines stall fees based on the square footage of selling area assigned to the vendor, as described in Section 8.3 and **Exhibit G**. For each 100 square feet (10' x 10') of selling space or portion thereof, commonly referred to as a "stall," STNMO will charge a vendor the applicable stall fee. "Selling space" is defined as any physical space in which a vendor displays product for sale to the public, uses to conduct business with the public, or that members of the public occupy while browsing the vendor's product. This space does not need to be covered by a tent or umbrella to be considered selling space. STNMO has full discretion to adjust stall fee amounts on an annual basis.

### **7.4 Calculation of Prepared Food Vendor Stall Fees**

All Prepared Food vendors are required to have a Point of Sale System (POS) that tracks both cash and credit card sales. Each evening all food vendors are required to either turn over a tape of all sales to the Market Manager or email their evening gross sales report, to be received by the Market Manager by noon the day following the Market, at the latest. Each food vendor is required to pay a minimum stall fee or 10% of gross sales which ever amount is higher. The STNMO has the right to audit a food vendor to verify accurate accounting of nightly sales. The Market Manager will provide notice orally to the vendor that the audit is occurring. All audits will be performed by a STNMO staff member and will require the STNMO staff member to be given access to the receipts or other records of sales for that night and to have access to the vendors order taker and transactional employee. The STNMO staff member will keep a record of total sales for the evening based on the results of the audit and will ensure that audit records reflect all of the vendors transactions that have been recorded and provided as a result of the audit, with reasonable accuracy.

## **7.5 Collection of Stall Fees**

Stall fees are due from vendors for each Market day of participation. Fees are collected by the Market Manager each Market day. For absentee fees as described in Section 7.2, the Market Manager will collect the relevant stall fees the next Market day that the vendor attends.

## **7.6 Failure to Pay**

STNMO may in its full discretion prohibit a vendor that fails to pay stall fees from participating in the Market day that week, condition participation on receipt of full payment, relocate vendor to a different stall location, or take other such action as it determines appropriate.

## **7.7 Failure to Pay in a Timely Manner**

A vendor who is provided in writing an invoice or other instrument that details a required payment shall provide payment to STNMO by the due date indicated on the instrument. Any payments, totaling \$30 or more, not received within 14 days of the indicated due date are subject to a \$5.00 late fee. STNMO may suspend a vendor from further market participation if the vendor has accrued payments totaling \$30 or more that are not received by STNMO within 30 days of the indicated due date.

## **8. Market Setup**

### **8.1 Layout Generally**

STNMO has full discretion in determining the overall layout of STNM. Factors considered include creating opportunities for vendor success, compliance with the Direct Marketing Regulations, local laws, safety principles, and marketing considerations.

### **8.2 Market Design**

As required by the Direct Marketing Regulations, STNM has two clearly defined areas: (a) one for certified agricultural producers, ranchers, and other vendors who sell agricultural products (the area known as the Certified Farmers Market or CFM), and (b) one for sellers of prepared and packaged foods, artisans, and other nonagricultural products (the area referred to as the “community event”). In addition, STNMO may define areas for Wine Sellers and Beer Sellers as provided under state law.

### **8.3 Description of Stall Space**

STNMO will use reasonable efforts to provide vendor with one or more stall spaces of approximately 10 feet by 10 feet. Due to inadequate vehicle parking space, only some CFM stalls will allow certain Agricultural Vendors to park their vehicle adjacent to their stall space. Except for limited areas for trailers and food trucks, all stalls in the community event (non-CFM) space are for off-loading only. A vendor may only have three contiguous stall spaces of retail frontage. The Market Manager has full discretion to determine whether, for an additional fee, a vendor may use an additional stall and/or parking space.

### **8.4 Assignment of Stall Space**

When assigning stall spaces, the Market Manager may consider the following:

- Consumer traffic flow;
- Safety of vendors, STNMO staff, and customers during load-in and load-out;
- Quality of product display, customer service, and vendor involvement;
- Vendor’s tenure at STNM;
- History of good relationships with consumers and other vendors;
- Variety and quality of products;
- Promotion of Market and products;
- Regular attendance with no or very few absences during the market season;
- Conditions placed on vendor’s admission or on its product offerings;
- Requirements of state and county fire codes; and,
- Requirements of State codes and regulations concerning separation between agricultural and nonagricultural producers.

## **8.5 Stall Space Reassignment**

Vendors' stall locations are not permanent. The Market Manager may reassign space locations for any Market day during the Market season.

## **8.6 Restrictions on Stall Space**

A vendor may not switch, transfer, assign, or sublet its assigned stall space without STNMO's prior involvement and approval. Those vendors participating in the area designated for the non-profits and freedom of speech are limited by the number of spaces available. Each space in this particular area will be designated and are available on a first come first serve basis. Once all the spaces are taken new space cannot be created.

## **8.7 Arrival**

Vendors must arrive at their designated set-up time and be prepared to open on time. The Market Manager has full discretion to vary arrival times based on site conditions and regulations. If a vendor fails to arrive at their designated time prior to the start of a Market day, the Market Manager may 1) refuse to allow the vendor to set up and sell and consider that Market day an absence for the vendor; (2) reassign the vendor's stall space; (3) require the vendor to off-load their products in or outside the Market; and/or (4) revoke the vendor's STNM participation for up to two weeks.

## **8.8 Parking and Vehicles**

Vendors' vehicles or stall setup may not extend into fire lanes, crosswalks or consumer walkway areas; all vehicles, merchandise, scales, and tables must remain within the designated stall space. Parking of vehicles or trucks is at the discretion of the Market Manager, it being understood that there is no guarantee of on-site parking at STNM. To allow as much patron parking as possible around the Sonoma Plaza, vendors are expected to park in the Casa Grande parking lot, located just north of the "Barracks" and accessed from 1<sup>st</sup> Street East just north of Spain Street, or at least 1.5 blocks away from the Plaza.

## **8.9 Stall and Shelter Setup**

Vendors must stabilize all tables, umbrellas, tarps, and products on display, including securing tents with weights at all times to prevent them from falling over or causing injury. Vendors using umbrellas must ensure there is sufficient vertical clearance for consumers. Vendors must cover all table tops unless instructed otherwise by Market Manager and may not fill tables beyond load capacity. Stalls must be continually cleared of trimmings, debris, and rubbish of any type. Stall setup, signage, and table displays must be neat, orderly and aesthetically pleasing as determined by the Market Manager.

## **8.10 Electricity**

During the application process each vendor is asked if they require power, so that accommodations for electricity can be made. The vendor is responsible for ensuring that they understand their electrical needs and communicate the request during the application process. Vendors should make sure they

have adequate extension cords to reach one of the Plaza electrical bollards, understanding that, in some cases due to circuit capacity and the electrical needs of nearby vendors, they will need to access power from a bollard other than the one closest to their stall. Extension cords must be safely secured to prevent tripping, and in no case shall any electrical cords be allowed to cross a paved roadway, sidewalk or any pathway subject to heavy foot traffic.

### **8.11 Waste Containers**

Vendors must provide waste and recycling receptacles for their use in their stall and remove all waste and recyclables from the Market at the end of the day. Vendors may not deposit waste from their stalls in any waste receptacles provided for the public by STNMO or any other entity.

### **8.12 Wastewater**

Vendors must comply with all state and local storm water standards. Vendors must collect all wastewater they generate during a Market day in lidded containers or in receptacles approved by the Market Manager. Vendors must dispose of wastewater at their respective farms or businesses in approved plumbing systems that discharges into public sewerage, in approved private sewage disposal systems, or as otherwise specified by the local health department.

## **9. Stall Signage**

### **9.1 Permits, Licenses, and Certificates**

Vendors must have all permits, licenses, certificates, and signage clearly identifiable and displayed at their stalls in accordance with these Rules and Regulations, the Direct Marketing Regulations, and all other applicable laws and regulations. Certified producers, for example, must post their Certified Producer Certificate(s) in a conspicuous manner in their stalls. Vendors selling non-agricultural food products are required to have valid permits from the local jurisdiction.

### **9.2 Vendor Identification**

Vendors must clearly identify their business, farm name, or the name of their establishment, in addition to the city or town and county where their production occurs. Vendors selling products under second certificates must comply with the identification requirements set forth in **Exhibit C**.

### **9.3 Use of Certain Terms in Signage**

Vendors may not use any term defined in **Exhibit H** in signage or marketing materials unless the manner of production is consistent with the definitions set out in that **Exhibit H**.

### **9.4 Taxable Products**

Vendors selling taxable products must display their state-issued Seller's Permits at their stalls. A Seller's Permit must indicate the STNM address as the Seller's sub-location, to ensure proper crediting of sales tax revenue to the City of Sonoma. Vendors are required to report all STNM sales under the STNM sub-location when filing their periodic sales tax returns.

### **9.5 Growing Practices**

Vendors must fully and truthfully disclose all farming practices to consumers. This includes disclosure regarding greenhouse and hydroponic produce and plant production.

### **9.6 “We Grow What We Sell” ; “California Grown”**

Certified producers must post a conspicuous sign or banner at their stalls that contains the statement “We Grew What We Are Selling,” “We Raised What We Are Selling,” “We Grow What We Sell”, or a similar statement, in accordance with the Direct Marketing Regulations. Certified producers may only use the terms “Proudly California Grown,” “California Grown,” “California-Grown,” or similar terms when identifying products produced in the state of California or harvested in its surface or coastal waters.

### **9.7 Organic Products**

Vendors selling organic products must clearly label or have conspicuous signage at their stalls identifying the products as organic and must post a copy of their current State of California organic

registration and, if applicable, documentation of their organic certification, all in accordance with the Direct Marketing Regulations. If a vendor is selling both organic and non-organic products, the vendor must separate such products and clearly identify those that are organic and those that are not organic and must prevent the commingling of organic and non-organic products or contamination of the organic products with non-organic substances. Misrepresentation of a non-organic product as organic shall result in penalties as outlined in Section 17.

### **9.8 Unpasteurized Products**

Vendors selling unpasteurized dairy products or unpasteurized almonds must post conspicuous signage at their stalls warning of the potential health risks associated with consuming unpasteurized food products.

### **9.9 Processed Agricultural Products**

Vendors selling processed agricultural products must comply with the signage and label requirements relating to production requirements as set out in the Direct Marketing Regulations.

### **9.10 No False, Deceptive, or Misleading Statements**

Vendors may not, in signage, labels, packaging, or oral statements to consumers, make false, deceptive, or misleading statements about the area of production, identity of the vendor, or manner of production of their products, and otherwise must comply with Direct Marketing Regulations requirements relating to statements about products and production. Vendors must truthfully and fully disclose farming and production practices and may not use equivocal terms such as “pesticide free” or “no sprays.”

### **9.11 WIC Signage**

Certified producers must post current-year signage designating them as acceptors of coupons from the Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC”) as directed by the Market Manager.

### **9.12 Prices**

Vendors must post a clearly marked and legible price per unit for each product available for sale.

### **9.13 Flag Banners Prohibited**

No vendor may use or display a free-standing flag banner adjacent to or within their stall

### **9.14 Inspection and/or Removal of Signage**

STNMO has full discretion to inspect Vendors’ signage to ensure that it is in compliance with the requirements of this Section. If a vendor fails to comply with this Section, STNMO may remove noncomplying signage and take administrative action as set out in Section 17.



## **10. Product Packaging and Labeling**

### **10.1 Certified Producers**

Certified producers should minimally handle or process agricultural products before packaging them for sale at STNM. STNMO discourages certified producers from placing labels directly on the produce.

### **10.2 Product Labeling**

Vendors that sell any product – including fresh fruits, nuts, and vegetables – in closed containers, including closed bags of any type, must label such containers with the name, address, and ZIP code of the Vendor, and a declaration of identity and net quantity of the commodity in the package.

### **10.3 Processed Agricultural Products**

Vendors selling processed agricultural products must produce, package, and label their products in accordance with applicable law including, without limitation, Section 47004(c)(2) of the Code. Processing, including the cutting, slicing or sectioning of whole agricultural products for sale may not occur in the CFM section of the Market where agricultural products are sold.

### **10.4 Eggs, Meat, and Fish**

Eggs, meat, and fish must be packaged and labeled in accordance with applicable law.

### **10.5 Unpasteurized Products**

Vendors selling unpasteurized products must label such products with a statement warning of the potential health risks associated with consuming unpasteurized food products.

## **11. Selling, Stalls, Setup, and Supplies**

### **11.1 Approved Products Only**

A Vendor may not sell any product at STNM that STNMO has not approved for sale by the vendor. The Market Manager has full discretion to suspend the sale of products that have not been approved by STNMO, including instructing a vendor to immediately remove such products from its stall. Any vendor wishing to sell products during the current Market year not approved by STNMO at the time of their acceptance must obtain STNMO's approval before selling the product, as provided in Section 3.7. STNMO may prohibit, limit, or relax limits on the sale of products during the Market season.

### **11.2 No Reselling**

Certified Producers may only sell certified agricultural products that they themselves produce and those permitted under second certificates in accordance with Section 2.10 and **Exhibit C**. As provided in Section 5.1, “reselling” is strictly prohibited, and may result in immediate suspension or other administrative action as set out in Section 17.

### **11.3 Quality**

Any product not meeting maturity and quality standards as determined by applicable law including, without limitation, the Direct Marketing Regulations, may not be sold at the Market. Products brought to the Market or offered for sale are subject to inspection at any time by STNMO as set out in Section 16.

### **11.4 No Sales Until Fully Set Up**

Vendors may not conduct sales until their stalls are fully set up in accordance with Section 8, signs and prices are posted, and if required by law, tents fully screened. Non-CFM vendors may not sell before the official 5:30 p.m. opening time. If a CFM vendor is set up and ready before the 5:30 market opening time, they may begin selling.

### **11.5 Staffing in Stalls**

Individuals staffing stalls for vendors must be an owner, a family member of an owner of the business, or an employee of the business, and in all cases a lawful authorized representative within the meaning of Section 47004 of the Code.

### **11.6 Food Service Ware**

Vendors may not provide prepared or take-out food in, on, or with disposable food packing that contains Styrofoam (polystyrene) and/or plastic. All vendors must comply with any local regulations on food-service ware, including the City of Sonoma’s Plaza single-use plastics ban.

### **11.7 Plastic Bags**

Vendors may not provide T-Shirt-style plastic bags (i.e., plastic bags with handles) to customers, and may not provide plastic bags of any kind if they are prohibited by local law. Participants may not charge customers for bags unless required to do so by local law.

### **11.8 Restrictions Within Stall Space**

In operating their stalls, all vendors including those entities participating in the non-profit area must:

- conduct all promotions and sales within their assigned stall space or immediately in front of their assigned stall space, with the permission of the Market Manager;
- maintain displays, signs, back stock, excess boxes, trimmings, and waste in a neat and orderly fashion that does not impede pedestrian access along adjoining sidewalks, customer aisles, or neighboring stalls;

- ensure that table frontages are behind the setup line designated by the Market Manager, or in front of and adjacent to the setup line if approved by the Market Manager;
- if displaying products on a side table, leave at least 24 inches of aisle space, or a narrower space if approved by the Market Manager.

## **11.9 Scales**

Vendors must use approved commercial scales that are certified by the relevant County Sealer, Office of Weights and Measures for the current year, and otherwise comply with the Direct Marketing Regulations and other applicable laws.

## **11.10 Commercial Resellers**

Certified producers may sell to chefs, schools, produce companies, customer pre-purchasing programs, and other commercial buyers at STNM provided that the vendor complies with all applicable laws, including, without limitation, laws relating to labeling, packaging, and receipts.

## **11.11 Prohibited Activities**

Vendors may not engage in conduct that hurts or could hurt the reputation or operation of STNM as set out in Section 14.

## **11.12 Load Lists**

All Certified Producers selling certified agricultural products must provide a load list to the Market Manager within 45 minutes of the closing time for each Market day, in accordance with the Direct Marketing Regulations. Each load list must include the following information:

- name of the Certified Producer;
- identity of each product sold as it appears on the Certified Producer's Certificate; and,
- quantity of each product sold at the Market.

STNMO will not ensure the accuracy of load lists. Vendors who repeatedly fail to provide load lists to STNMO in a timely manner may be subject to administrative action as set out in Section 17.

## **11.13 Load List Fines**

State or county inspectors may fine STNMO if a Certified Producer fails to turn in a load list at the end of a Market day or to fill out a load list correctly. Any Certified Producer whose actions result in STNMO incurring such a fine must reimburse STNMO for the amount of the fine within 14 days after receipt of invoice from STNMO. Such actions may also subject a Certified Producer to administrative action as set out in Section 17.

## **12. Pricing and Payment**

### **12.1 Pricing**

Vendors must set their own prices for their products and must post such prices prominently before the start of each Market day. Vendors may, bargain with consumers on an individual basis, however they may not engage in collusive or deceptive pricing practices.

### **12.2 Acceptable Forms of Payment: Cash, WIC, EBT tokens**

All vendors must accept cash. Certified Producers and applicable sellers of packaged foods must accept STNM EBT (also known as SNAP or CalFresh) wooden dollar tokens (subject to regulations on allowable foods for purchase). Fresh food vendors selling acceptable WIC food items are encouraged to participate in the WIC program and accept WIC checks. WIC participants must complete the required WIC application and must provide STNMO their applicable state-issued identification number. STNMO encourages vendors to accept EBT tokens and WIC checks in a courteous and respectful manner. Vendors are expected to know and abide by all SNAP regulations and not accept EBT tokens for unapproved food and other items. In particular, Prepared Food vendors should not accept EBT tokens for their products.

### **12.3 Reimbursement for EBT tokens and WIC checks**

Vendors may pay their stall fees and/or receive cash reimbursements for EBT tokens and WIC checks that they have accepted as payment. These transactions typically occur at the end of each Market day. Out-of-date WIC checks will not be accepted.

### **12.4 Returns**

STNMO strongly encourages vendors to give consumers the benefit of the doubt and offer a full monetary refund or replacement of equal value when purchases are disputed.

## **13. Health and Safety**

### **13.1 Generally**

Vendors must comply with local, state, and federal health laws, including the California Health and Safety Code. Vendors must maintain their stall spaces, as well as all equipment used to set up the stall – including but not limited to tents, tables and table coverings – in a clean, safe, and sanitary manner during the course of each Market day. Vendors’ activities, including operations and vehicle use in the Market, must not endanger consumers or other vendors.

### **13.2 Directions from Market Manager**

Vendors must immediately comply with the direction of the Market Manager in all matters relating to safety.

### **13.3 Protection**

Vendors must display and store all food at least six inches off the ground, and all booths must have overhead protection where required by the Direct Marketing Regulations. Vendors may not engage in operations that result in permanent staining of pavement surfaces within or in the area immediately surrounding the Market.

### **13.4 Meat, Poultry, and Fish**

Vendors selling meat, poultry, or fish or any other potentially hazardous foods as determined by state or county health inspectors, must transport, store, display, and maintain such products at 41° F or colder in insulated containers with smooth, nonabsorbent interior surfaces.

### **13.5 Sampling**

Vendors that distribute food samples must comply with applicable local, state, and federal regulations, including, without limitation, washing their hands after eating, drinking, smoking, or handling money and before preparing, refilling, or otherwise handling samples. Sample distribution must be within or directly adjacent to the vendor’s selling space. Additional sampling requirements are set out in **Exhibit I**. If a vendor fails to comply with these requirements, STNMO may revoke sampling privileges, suspend the vendor, or take other administrative action under Section 17.

### **13.6 Fire Safety**

Vendors are required to comply with applicable fire safety regulations and with directions from the local fire department with respect to Market safety, as specified in **Exhibit F**.

Vendors must follow these and all other applicable fire safety regulations when they are preparing food anywhere within the market for sale, for sampling, or for their own personal consumption. The Market Manager may forbid a vendor from preparing food in the market if they believe the food preparation will not take place in a manner that satisfies these requirements or is otherwise unsafe.

### **13.7 Vehicle Operation on the Plaza**

Follow all laws, including yielding to pedestrians at all times. Vehicles must remain on the paved areas of the Horseshoe and rear parking lot and must never encroach or drive on any of the landscaped areas of the Plaza.

### **13.8 Customer Waiting Lines**

Vendors shall be responsible for setting up, monitoring, and adjusting any customer waiting lines, to ensure such lines do not block passage of Market patrons or otherwise impede pedestrian traffic flow or cause dangerous conditions. If notified by the Market Manager that their waiting line is in violation of this section, Vendor shall take immediate corrective action. Repeated violations may result in administrative action, as provided in Section 17.

## **14. Conduct**

### **14.1 Generally**

Common courtesy and respect are essential to Market success. STNMO expects vendors to be honest and to conduct themselves in a courteous, friendly, and professional manner towards consumers, the Market Manager, STNMO staff, government officials, and other vendors. While selling at STNM, vendors may not publicly make slanderous or harmful remarks about other vendors or their products, about STNMO, or about the Market Manager and other STNMO staff.

### **14.2 Harassment and Discrimination**

The City's Anti-Discrimination Policy shall apply to the operations of the STNM. Accordingly, it is STNMO's policy that the STNM shall not discriminate and shall take affirmative action measures to ensure against discrimination, harassment, retaliation, or abusive conduct as to any consumer, Market Manager, STNMO employee, or vendor on the basis of any grounds or causes set forth within the City's Anti-Discrimination Policy. This includes any verbal, physical, written, or visual harassment, discrimination, or retaliation on any of the grounds set forth within the City's Anti-Discrimination Policy, including race, religion, color, national origin, disability, age, gender, gender expression, sexual orientation, veteran status, or other characteristic protected by law. As set out in Section 17, STNMO may immediately suspend or terminate any vendor that violates this policy or otherwise commits any form of harassment, retaliation, discrimination, or abusive conduct as to any consumer, vendor, Market Manager or STNMO employee.

### **14.3 Conduct Toward STNMO Staff**

No vendor, or any employee, contractor, family member, or other person associated with the vendor, may coerce, manipulate, harass, abuse, bribe, threaten, or blackmail a STNMO staff member in connection with a number or location of stalls, authorization of product offerings, records requests, stall inspections, or other requirements of these Rules and Regulations. Any such attempt or conduct will result in administrative action under Section 17.

### **14.4 Consumer Complaints**

STNMO expects vendors to resolve consumer complaints promptly and courteously, including accepting returned products and providing refunds, as provided in Section 12.4.

### **14.5 Knowledge of Product**

STNMO expects vendors to be knowledgeable about their products and their manner of production, and to communicate this information clearly and accurately to consumers.

### **14.6 Shirt and Shoes**

Vendors must always wear shirts and closed-toe shoes at STNM.

## **14.7 Smoking**

No smoking of any nicotine or cannabis products, including e-cigarettes (vaping), is permitted within the City of Sonoma Plaza.

## **14.8 Animals**

No animals other than service animals are permitted within the City of Sonoma Plaza.

## **14.9 Noise**

Vendors may not engage in loud hawking or shouting to promote products. Vendors may not play music, radios, or other amplified sound at their stall. Generators that negatively impact the atmosphere of the market or surrounding businesses or residences due to noise, exhaust, or unsafe operation, will not be approved for use. The Market Manager will determine whether a generator has such an impact

## **14.10 Engine-Powered Vehicles**

No engine-powered vehicles (i.e. engine powered bicycles, skateboards, scooters, and hover boards) are permitted within the City of Sonoma Plaza.

## **14.11 Solicitation**

Vendors may only solicit customers regarding the products the vendors are offering for sale at the Market. Solicitation of any other kind, which may include but is not limited to solicitation for sales of other goods or services, political campaigns, religious institutions or other topics, is not permitted at STNM unless authorized in advance by STNMO.

## **14.12 No Commercial Video or Photography**

STNMO does not permit videotaping, filming, recording, or photography at the Market for commercial purposes without the prior written consent of STNMO.



## **15. Cleanup and Exit**

### **15.1 End of Market Day**

Vendors will have one hour after the posted closing time to take down and clean up their stalls. If a vendor fails to adhere to Market departure times, the Market Manager may revoke the vendor's participation for up to two weeks or take other administrative action as provided in Section 17. Vendors that sell out of their products may pack up supplies and tables early but must leave their tents assembled until the end of the Market day, unless the Market Manager permits otherwise.

### **15.2 Pick-Up and Waste Disposal**

Before leaving the Market, vendors must collect and remove all debris in their stall space and in an area halfway into the consumer traffic area, without regard to whether the debris originated from their stall space. Vendors must dispose of all waste in an off-site location and are not permitted to place any waste or debris in STNMO receptacles, city dumpsters, or drains. Such debris include, without limitation, oil, grease, and wastewater from sampling or cleaning activities. Vendors must dispose of wastewater as provided in Section 8.12.

### **15.3 Spills and Excess Waste**

Should a spill of oil, grease, wastewater or other liquids cause staining to the street, sidewalk, plaza or other permanent infrastructure of the Market, STNMO may be required to have public works professionals clean to alleviate the problems. Should excess waste be left at the Market or be improperly disposed of, STNMO may be required to take action to alleviate the problem. In these cases, vendors may be required to reimburse STNMO the cost of correcting these problems.

## **16. Records and Stall Inspections**

### **16.1 Generally**

STNMO may conduct records reviews and stall inspections to verify that vendors are carrying out their activities in accordance with these Rules and Regulations. STNMO carries out such inspections in furtherance of STNMO's commitment to compliance with the Direct Marketing Regulations, market integrity, consumer trust, and vendor fairness.

### **16.2 Records**

Vendors must provide STNMO, upon STNMO's request, documents and records relating to current growing practices, processing practices, permits, licenses, insurance coverages, staffing, tax-exempt status, daily gross sales, and other matters. Vendors must cooperate with STNMO in connection with these requests and any follow-up actions. In addition, vendors must send copies of updated documents and records to STNMO should they expire or should circumstances change during a Market season.

### **16.3 Stall Inspections**

STNMO may, at any time with or without notice, inspect stalls of vendors for compliance with these Rules and Regulations. In addition, STNMO may take, without payment, a sample of Vendor's products for testing for origin, organic production, or other matters or as part of an investigation of a violation of these Rules and Regulations. Vendors will cooperate with STNMO in connection with such inspections and testing.

### **16.4 Conduct Toward STNMO Inspector**

As provided in Section 14.3, if a vendor, or one of its employees, contractors, family members, or other persons associated with the vendor attempts to coerce, manipulate, harass, abuse, bribe, threaten, or blackmail an STNMO inspector or staff member in connection with records requests or stall inspections, the vendor will be subject to administrative action under Section 17.

### **16.5 Inspection Consequences**

A vendor (a) whom STNMO cannot conclude to its satisfaction is growing or producing all the products it sells or intends to sell at the Market; (b) who fails to cooperate with STNMO in connection with records reviews or stall inspections; or (c) who otherwise fails an STNMO review, or inspection, is subject to action by STNMO including administrative action under Section 17. By way of example and not of limitation, STNMO may carry out a follow-up review, inspection, require vendor to develop a corrective action plan, suspend or terminate vendor's participation in the Market, or make disclosure to relevant parties as provided in Section 16.7.

### **16.6 Inspection Materials**

For purposes of these Rules and Regulations, "Inspection Materials" means information and observations obtained in the course of records review or stall inspections including, without limitation,

audio recordings, video recordings, photographs, written notes and reports, and inspection-related communications to and from vendors.

## **16.7 Disclosure of Inspection Violations**

STNMO and other Certified Farmers Markets have a common interest in ensuring producer and market operator compliance with California law including the Direct Marketing Regulations, preserving the integrity of the farmers market sector, maintaining consumer confidence in farmers markets, and providing a level playing field for all producers. Producers selling only what they grow is central to these concerns. To that end, the following disclosure parameters are outlined below.

- STNMO may, at any time, in its full discretion, disclose Inspection Materials and administrative decisions related to inspection violations to governmental authorities, including, without limitation, the California Department of Food and Agriculture and the Agricultural Commissioner of relevant California counties.
- STNMO may contact the relevant Agriculture Commissioner if STNMO has reasonable suspicion of a violation by a vendor of Section 890 of the Code, as contemplated by the Direct Marketing Regulations.
- STNMO may, in its full discretion, disclose to other Certified Farmers Markets, after a decision is rendered in a vendor's appeal or the expiration of the appeals period as defined in Section 17.10, Inspection Materials and administrative decisions related to inspection violations.
- STNMO may, at any time, in its full discretion, disclose to other vendors, consumers, and other third parties the fact that STNMO has suspended or expelled a vendor for failure to comply with these Rules and Regulations.

Vendors are not entitled to review or approve any disclosure to any person prior to its release. Vendors shall have no right to appeal any decision to disclose any information described within this section.

## **16.8 Inspection-Related Consents**

Each vendor expressly consents to the following items.

- Requests by STNMO from other Certified Farmers Market operators for references and other information concerning the vendor including, without limitation, the vendor's record of compliance with such operator's market rules and regulations.
- STNMO's inspection program as set out in this Sections 16, including, without limitation: (a) production of documents and records; (b) stall inspections at any time during Market hours; and (c) data collection by STNMO including through audio, video, photographic, or written means, interviews of vendor and vendor's employees, and recording of such interviews.
- STNMO's disclosure of inspection violations as set out in this Section 16.7 including, without limitation: (a) STNMO's disclosure of Inspection Materials and administrative decisions to government authorities; (b) STNMO's disclosure of Inspection Materials and administrative decisions to other Certified Farmers Markets; and (c) STNMO's disclosure of suspension or expulsion decisions to other vendors, consumers, and other persons.

## **16.9 Other Aspects of Inspections**

The presence of the Market Manager or other STNMO staff at a stall, and any statements they may make to a vendor in the course of such visits, will not limit or affect in any way the vendor's obligation to comply with these Rules, the Direct Marketing Regulations, and other laws. This Section 16.9 does not impose any duty on STNMO to inspect any record or stall, or assume any liability of any kind arising from inspecting or not inspecting any record or stall. An inspection by STNMO is targeted in nature and does not entail a review of, or a statement or assurance regarding, agricultural, employment, or food safety practices, environmental compliance, or other matters.

## **16.10 Records**

Records prepared, owned, used, or retained by the STNMO are subject to disclosure in accordance with the provisions of the California Public Records Act (Article 1 of Division 7 of Title 1 of the California Government Code [commencing with Section 6250]).

# **17. Violation of Rules and Regulations**

## **17.1 Violations Generally**

Violation of these Rules and Regulations may result in a fine, penalty, or other administrative action. The administrative action imposed will be directly related to the gravity of the violation.

## **17.2 Inspection Violations**

STNMO considers inspection violations, including, without limitation, reselling agricultural products not of a vendor's own production, providing false or misleading statements about a product, and failing to cooperate with STNMO or designated inspectors in connection with records requests or stall inspections, to be serious violations of these Rules and Regulations. Such inspection violations may result in more severe discipline.

## **17.3 Multiple Violations**

STNMO considers multiple violations by a single vendor as repeat and serious violations of these Rules and Regulations. Such repeat violations may result in more severe penalties within the penalty ranges described within this section. Penalties shall be in accordance with the following schedule: 1) first violation shall be punishable with a maximum fine of \$100 per violation; 2) second violation within one year shall be punishable with a maximum fine of \$200 per violation; 3) third or subsequent violation within one year shall be punishable with a maximum fine of \$500 per violation.

## **17.4 Impact of Prior Administrative Action**

STNMO considers a violation by a vendor that previously faced administrative action for any violation by STNMO or another Certified Farmers Market to be a serious violation under these Rules. Such prior offender violations may result in more severe penalties.

## **17.5 Administrative Actions**

Administrative actions include, without limitation:

- An oral warning;
- A written notice of violation, which will include citing the specific section of the rules that is being violated and a short summary of the facts underlying the violation of that section will be included in the notice;
- Restrictions on participation;
- A written notice of violation with a fine determined by violation;
- Market expulsion for up to the rest of the current market season; and/or,
- Suspension from the Market for one additional season.

## **17.6 Oral Warnings; Written Notice**

If reasonable and possible under the circumstances, Market Manager will give an oral warning prior to undertaking administrative action. STNMO will provide vendors with written notice of an administrative action, including the violation being alleged, factual basis for the allegations, and proposed penalty. Upon receiving an oral warning or written notice, vendor will be responsible to promptly ensure that its operations are in compliance with these Rules and Regulations.

## **17.7 Restrictions**

STNMO has full discretion to place restrictions on a vendor that has violated these Rules. Such restrictions may remain in effect beyond the current Market season including on a permanent basis.

## **17.8 Penalties**

A vendor that is cited by any government authority (with the exception of the City of Sonoma), or whose activities necessitate a re-inspection by a government authority, will be responsible for any fees and costs arising from such inspection and re-inspection. A vendor whose activities result in a penalty or fine against STNMO must reimburse STNMO for such amounts no later than ten days after delivery of invoice by STNMO.

## **17.9 Suspension**

STNMO will immediately suspend a vendor that has fees outstanding to STNMO for more than 30 days, until such fees are paid. At the discretion of STNMO, other violations of these Rules and Regulations may also result in suspension, including, without limitation, revocation of a Certified Producer's Certificate by a state or county regulatory authority, reselling, product misrepresentation, noncompliance with inspections, and inappropriate conduct during inspections. If suspended, and unless otherwise determined by STNMO, such vendors:

- may not sell on their behalf or on behalf of any other vendor at the Market during the suspension period;
- may be subject to a one-year probationary period in which the vendors' participation will be monitored closely following the end of the suspension period;
- must bear the full cost of up to three inspections and any lab work STNMO deems necessary at any location where products are produced, processed, or held; and
- may not offer their product for sale by another vendor through the use of a second certificate.

## **17.10 Appeal**

A vendor may appeal a STNMO administrative action taken under sections 17.5 or 17.9, other than an action resulting from an inspection conducted under Section 16, through the following process:

- A vendor may appeal the Market Manager’s administrative action by submitting a written petition to the STNM Market Advisory Committee;
- A vendor may appeal a STNM Market Advisory Committee’s decision by submitting a written petition to the Sonoma Valley Chamber of Commerce Executive Committee;
- A vendor may appeal the Sonoma Valley Chamber of Commerce Executive Committee’s decision by submitting a written petition to Sonoma’s City Manager whose decision will be final.

A vendor must submit all appeal petitions within two weeks of notification of an administrative action. In all appeal petitions a vendor should explain the basis for the appeal, the relief requested by the vendor, and any proposed actions by the vendor relating to the problems that gave rise to the administrative action. STNMO will consider the appeal and notify the vendor of the appeal decision in writing within 10 business days. The STNM Market Advisory Committee, in deciding an appeal, may uphold, modify, or reverse a prior decision by STNMO staff. Any administrative action by STNMO, including fines, suspensions, and expulsions, will remain in full force and effect during the appeal process. Any and all decisions by the City Manager will be final. Appeal procedures shall be consistent with the appeal procedures for farmers’ markets set forth by the state regulations (3 CCR §1392.6).

### **17.11 No Compensation for Suspension or Termination**

Vendors are not entitled, directly or indirectly, to any refunds, damages, or other forms of compensation from STNMO or the City of Sonoma, or to obtain an injunction, specific performance, or other equitable remedy, as a consequence of suspension or termination from the Market.

### **17.12 Written Consumer Complaints**

STNMO will advise vendors of written complaints STNMO receives from consumers about product quality, conduct, or unfair practices, and will take action as follows. For the first complaint, STNMO will issue a written notice to the vendor including the nature of the complaint redacted as necessary for privacy. STNMO may also take an administrative action set out above as is appropriate to the situation. Additional complaints of a related nature from any consumer may result in STNMO taking the more severe administrative actions listed against the individual or producer involved.

### **17.13 Vendor Complaints**

Vendors are welcome at any time to bring forward to the STNM Market Advisory Committee any issues, grievances, concerns, or complaints they may have about market operations. Vendors must present such issues and complaints in writing. A written complaint does not guarantee the vendor a meeting with the Market Advisory Committee.

### **17.14 No Limits on Other Rights**

The process described in this Section 17 does not: (a) limit STNMO’s ability to enforce its rights under these Rules and Regulations; (b) limit or qualify a vendor’s obligation to comply with applicable law or the Rules and Regulations; or (c) limit STNMO’s right to notify and/or involve government authorities or other third parties as it may determine.

## **18. Relationship**

### **18.1 Method of Work**

Vendors are solely responsible for the planning, management, and carrying out of their production and marketing activities and their operations in the Market, regardless of whether the vendor obtains educational, marketing, or technical support from STNMO. Vendors are solely responsible for the actions of their employees, contractors, and volunteers.

### **18.2 Relationship**

Nothing in these Rules and Regulations creates an employment, partnership, joint venture, fiduciary, or similar relationship between any vendor and STNMO.

### **18.3 No Guarantees**

STNMO does not make any representations, warranties, promises, or guarantees of any kind to any applicant or vendor, including any about sales, profits, stall location, consumer traffic, product offerings, or otherwise.

### **18.4 Publicity and Media Consent**

Vendors consent to the use by STNMO of vendor's image, voice, name, and/or story in any format, including video, print, or electronic (collectively, "Materials"), as STNMO may deem appropriate in connection with its marketing, consumer education, fundraising, and other outreach activities. STNMO may make the Materials available at its full discretion to third parties on STNMO's website, in STNMO's publications, or through any other media outlet, including social networking websites. STNMO owns all copyrights and other rights in the Materials. STNMO retains full discretion in determining if and how to publicize vendors in conjunction with STNMO activities. Each vendor understands that it is not entitled to inspect or approve versions of the Materials prior to their use, or to receive any payment.

### **18.5 Use of STNMO Name and Logo**

Vendors will not use the trademarks, trade names, copyrights, or other intellectual property belonging to STNMO (together, "Marks") without first obtaining the prior written consent of STNMO, except that vendors may on their websites or other marketing materials identify themselves as a vendor in STNM and use Marks during such time that they are current vendors. This license to vendors is non-exclusive, nontransferable, non-sublicensable, and is revocable by STNMO at any time. A vendor will use the Marks only in the forms provided to it by STNMO and will not combine any trademarks included in the Marks with any other trademark or design. If STNMO objects to any use of the Marks by a vendor; the vendor will terminate this use within 10 days after STNMO notifies vendor of STNMO objection to such use. Each vendor acknowledges that it has no interest in the Marks other than the rights granted under these Rules.



# **19. Insurance and Liability**

## **19.1 Insurance**

At all times when participating in STNM, every vendor must maintain, at its sole expense, commercial general liability insurance including products liability, blanket contractual liability, and personal injury coverage with a combined single limit of \$2,000,000 per occurrence for bodily injury, including death and property damage. This policy must name City of Sonoma and Sonoma Valley Chamber of Commerce as additional insureds and, as required by **Exhibit E**, be submitted by vendor to STNMO as part of the application and acceptance process. Vendors must give STNMO 10 days advance written notice prior to policy cancellation, if cancelled during the Market season. In addition, every vendor must maintain automotive liability insurance for both owned and non-owned vehicles used by the vendor. Vendors must provide evidence of these coverages to STNMO in a form acceptable to STNMO prior to admission at the Market and otherwise upon STNMO's request as provided by Section 16.2 of these Rules.

## **19.2 Taxes**

Each vendor is solely responsible for all tax returns, disability, unemployment insurance, workers' compensation, and other payments required by any federal, state, or local tax authority, including sales taxes, in connection with its participation in the Market. Each vendor is solely responsible for its own disability, unemployment insurance, workers' compensation, and similar arrangements and contributions.

## **19.3 Indemnification**

Each vendor will defend, indemnify and hold harmless the City of Sonoma and Sonoma Valley Chamber of Commerce, their officers, directors, agents, volunteers, donors, and employees (together, "STNMO Parties"), and relevant Market site owners and operators, from and against any and all third-party claims, losses, damages, demands, and expenses, including attorneys' fees, that such STNMO Party may suffer arising from (a) vendor's participation in the Market, including, without limitation, sale and consumption by individuals of products sold by a vendor and operation and setup by a vendor of its stall space, whether that claim involves product liability, consumer protection, or any other tort or legal claim; (b) any claims by employees, volunteers, suppliers, contractors, tax authorities, or other persons in a relationship with vendor; (c) any claims related to tax, insurance contributions, workers' compensation law, or other laws applicable to vendor; or (d) any violation by the vendor of its obligations under these Rules or any applicable laws, including, without limitation, The Direct Marketing Regulations and the California Health and Safety Code. Vendors will have no obligation to indemnify a STNMO Party to the extent the liability is caused solely by such STNMO Party's gross negligence or willful misconduct.

## **19.4 No Responsibility for Personal Property**

Vendors understand that their safety is their own personal responsibility, and that STNMO is not responsible for the security of vendor's personal property, including, without limitation, property left in stalls, vehicles, and parking spaces.

## **19.5 No Responsibility for Conduct**

Vendors understand that STNMO is not responsible for the conduct of consumers, other vendors, and other Market visitors.

## **19.6 Force Majeure**

Each vendor agrees that neither STNMO Parties nor site owners or operators will be liable for damages of any nature whatsoever to vendor caused by circumstances beyond STNMO's control, including, without limitation, acts of God, theft, riot, the interruption of any public utility service, or any other force majeure event.

## **20. General Provisions**

### **20.1 Entire Agreement**

These Rules and Regulations, including the Exhibits, set out the final, complete, and exclusive agreement between STNMO and vendors, and supersedes all prior versions of these Rules and Regulations, any prior discussions and correspondence, and any course of dealing or course of performance between STNMO and any person relating to the operation of the Market. Each vendor acknowledges and understands the provisions contained in these Rules and Regulations and confirms its agreement to them.

### **20.2 Compliance with Laws Including Local Minimum Wage Ordinance**

Each vendor, at its expense, will ensure that its operations, including certification, production, signage, sampling, sales, displays, set up, and clean-up, comply with the Direct Marketing Regulations, and with all food, retail food facility, health, safety, packaging, labeling, labor, employment, and other laws applicable to the vendor's participation in a Market. It is the sole responsibility of each vendor to ensure that its operations comply with such legal requirements.

The City of Sonoma requires each Vendor to be compliant with the City of Sonoma Local Minimum Wage ordinance. Once an employee who works in the City on an occasional basis performs more than two hours of work for an employer within the city during a one-week period, payment for all time worked in the city during that one-week period shall be made in compliance with the City's Local Minimum Wage. More information is available requirements on the City's web site at <https://www.sonomacity.org/wages/>.

### **20.3 Vendor Employees and Family Members**

For clarity, vendor is responsible for ensuring compliance with these Rules and Regulations by vendor's employees, family members, representatives, agents and other affiliates. The actions of such persons will be the responsibility of, and attributable to, vendor, in applying and enforcing these Rules and Regulations.

### **20.4 Third-Party Beneficiaries**

Except as specifically provided in Section 19.3, these Rules and Regulations are for the exclusive benefit of STNMO and vendors and not for the benefit of any third party including, without limitation, any employee, volunteer, family members, contractor of a vendor, or any other vendors or consumers.

### **20.5 Waiver**

Any waiver by STNMO under these Rules and Regulations must be in writing and signed by STNMO. Failure, neglect, or delay by STNMO at any time to enforce a provision of these Rules and Regulations will not be considered a waiver of STNMO's rights under these Rules and Regulations. Waiver of any breach or provision of these Rules and Regulations or failure to enforce any breach or provision of these Rules and Regulations will not be considered a waiver of any later breach or the right to enforce

any provision of these Rules and Regulations.

## **20.6 Modification**

STNMO may amend these Rules and Regulations in its full discretion. It will notify vendors of any changes made during a Market season and will provide all applicants with a copy of the current Rules and Regulations during the application process.

## **20.7 Severability**

If any provision in these Rules and Regulations is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

**Exhibit A: Market Days and Hours**

<b>Market Location</b>	<b>Day</b>	<b>Hours</b>
Sonoma Plaza #1 The Plaza Sonoma Ca 95476	Tuesdays May thru September	3:30 to 6:30 pm; May-August

## **Exhibit B: Market Closure Policy**

On rare occasions, it may be necessary for STNMO to cancel, or close early, the Market in order to maintain public, vendor, and staff safety. There are a number of known and unknown conditions that might precipitate a market closure. In the circumstance that STNMO decides to close the Market in advance, STNMO will do everything in its power notify all the impacted Vendors.

### **1. Extreme Weather and Natural Disaster**

Extreme weather, and specifically high winds can be one of the most dangerous elements in a market setting. In cases where sustained wind and gusts are predicted above 30 mph, where even weights and ropes, properly used, cannot secure canopies, STNMO may explore cancelling a market in advance, ideally informing vendors no less than 24 - 48 hours in advance.

In some cases, when the market is experiencing winds 25 mph or more, it may be necessary to make a decision about a high wind closure on market day, or while out at the market. Staff may make the determination to ask vendors to take down their tent, pack up early, and/or may choose to not charge stall fee or penalize vendors who are absent. There may be other naturally-occurring, unpredictable weather events and natural disasters that may influence a market closure, including a major earthquake, flood or other natural disaster.

### **2. Violence, Threat of Violence, and Strikes or Protests**

In cases where STNMO becomes aware of a credible threat of violence that could impact the Market during market hours, STNMO will work with local authorities to determine the seriousness of the threat and whether the market should be closed. If an act of violence occurs at the market, STNMO will immediately inform law enforcement and may immediately evacuate the market.

In cases where STNMO becomes aware of a strike, rally, or protest that could impact the Market; STNMO will determine the potential impact of the action. Depending on the severity of the action STNMO may decide to close the market, or in cases where the impact will be less severe, communicate with vendors to determine if they still want to attend the market that day. If such events occur, unplanned, during market hours, staff may consider an immediate closure.

### **3. Fire, Smoke, and Other Unsafe Conditions**

In the case of smoke which impacts the air quality at the market site, STNMO may consider closure if the Air Quality Index is predicted to be in or is in the Very Unhealthy range (201-300), and Hazardous range (301-500) during a market. STNMO will generally not operate a market if the city or county in which the market is located, or local emergency services declares a Public Health Emergency for smoke or any other similar environmental reason. Immediate dangers like fire or chemical spills at or near the Market would require prior or immediate market closure. In the case of immediate dangers on market days, staff may direct vendors to leave the site without packing up in order to avoid immediate danger.

## **Exhibit C: Second Certificates**

As referenced in Section 2.10, certified producers may not sell certifiable agricultural products produced on land controlled by a third party without a valid second certificate. Vendors using second certificates must comply with the following requirements:

1. Within a calendar year, a certified producer may not be represented by more than two other certified producers, and a certified producer may not represent more than one other certified producer.
2. Each certified producer's products to be sold, or offered for sale, must be separated and identifiable by each certified producer's valid certificate at the time or point of sale. The valid certificate must include the names of the certified producer and certified producer selling the second certificate products.
3. Signage must clearly identify which products are produced at each farm, that they were "Proudly California Grown" by a specifically named farmer, and the city and county of production. Signage must also identify that such products are "Proudly Sold By" the vendor operating the Market stall.
4. The certified producer selling on behalf of another certified producer must be offering for sale, at a Market on the same day, certified products which the certified producer has produced itself and must comprise more than 50% of the volume of total products the certified producer is offering for sale. Volume is measured by the weight or dollar value of the products at the time or point of sale, and the volume requirement applies only at the beginning of the day of sale.
5. A certified producer wishing to sell on behalf of another certified producer must obtain and submit to the relevant county agricultural commissioner, prior to certification, written authority to sell from such other certified producer.
6. Commission sales and buying and selling between certified producer's markets is prohibited at Markets. Any payment made for the service of one certified producer selling for another certified producer may not be related to the volume or value of the products sold.
7. A certified producer selling products at a Market on behalf of another certified producer or whose products are sold by another certified producer at a Market must keep, for a period of not less than three years, the following records relating to such products: (a) the date of transfer of the products to the vendor and an accurate accounting of the amount of products by weight, dry measure, or count, with each separate product and amount recorded according to variety; (b) the date of sale of products and an accurate accounting of the amount of products sold by weight, dry measure, or count, with each separate product and amount recorded according to variety; and (c) the names of the certified producers involved.
8. Producers who are currently suspended or who have been expelled from STNM are not eligible to offer their products for sale through the use of a second certificate at STNM.

## **Exhibit D: Application Fee Schedule**

The application fees required upon submission of an application form are set forth below.

<b>Vendor Type</b>	<b>Submission Date</b>	<b>Application Processing Fee</b>
<b>Agricultural</b>	Application and fee submitted by February 19, 2021	\$45
	Application and fee submitted after February 19, 2021	\$75
<b>Packaged and Prepared Food</b>	Application and fee submitted by February 19, 2021	\$45
	Application and fee submitted after February 19, 2021	\$75
<b>Artisan</b>	Application and fee submitted by February 19, 2021	\$45
	Application and fee submitted after February 19, 2021	\$75

These fees are nonrefundable, and their payment does not guarantee an applicant admission to participate, nor the right to sell products specified in a second certificate, at any Market.



## **Exhibit E: Required Application Documents**

Before an accepted vendor may attend any Market day, STNMO must receive all documentation specified below according to product type. Please note that an applicant's products may fall into several of the categories, and the applicant must provide all required documentation for all applicable categories.

<b>All Products</b>	Certificate of general liability insurance with minimum coverage of \$2,000,000 which names City of Sonoma and Sonoma Valley Chamber of Commerce as additional insureds
<b>Taxable Products</b>	State of California Seller's Permit issued by California Department of Tax and Fee Administration listing #1 The Plaza, Sonoma, CA 95476 as the sub-location address
<b>Certified Agricultural Products</b>	Certified Producer Certificates for all growing areas applicable to the products the applicant proposes to sell at the Market, including those for which the applicant proposes to sell under a second certificate
	Product availability time-line indicating the agricultural products the applicant plans to produce and offer for sale at the Market, and the months when they are expected to be available for sale
<b>Processed Agricultural Products</b>	Cottage Food Operations permit, or a health permit issued by the state or county for the point of production of the processed agricultural products
	If a producer wishes to sell its honey sticks in the certified agricultural section of any Market, a letter from the processor of the producer's honey sticks that the products are processed in its facility from the producer's honey
<b>Non-Agricultural Products</b>	If selling a processed food product for which any portion of the preparation is done in an offsite point of production, a health permit issued by the state or county for the point of production of the nonagricultural products
	Any additional certifications and/or permits required by the local jurisdiction of the Market
<b>Organic Products</b>	Certificate of organic registration from the California Department of Food and Agriculture Organic Program, if applicable
	Organic certification from a USDA-accredited organic certifying organization

<b>Meat</b>	Certification that all livestock is slaughtered in USDA-inspected facilities in accordance with federal law, or that a statutory exemption applies
	Certification that all packaged meat products are processed and packaged in USDA-approved facilities
	Certification that all meat products are routinely stored in USDA approved storage facilities prior to sale

<b>Fish</b>	Commercial fish business license, fisherman’s retail license, or fish receiver’s license
	Shellfish handling permit or shellfish growing permit if selling shellfish
	Landing, transfer, producer, or wholesaler receipts and/or invoices upon request

## **Exhibit F: Requirements for Fire Safety**

These are some of the more common requirements vendors must follow in regard to cooking and using fuel tanks in the market. This is not an exhaustive list of these kinds of requirements. Vendors are required to follow all applicable state fire codes. For a complete list of the Fire Department Rules and Regulations please review the SVFRA Special Outdoor Events Standards

- Vendors cooking in the market must have in their stall a currently certified fire extinguisher of the appropriate type based on the kind of cooking taking place.
- Fire extinguishers should be stored at least five feet away from any heat source or fuel tanks.
  - If using an LPG tank, vendors must connect the tank to their cooking equipment using a hose at least 10 feet in length and the tank must be at least 10 feet away from cooking equipment.
  - An LPG tank must be supported by a stand or container that prevents it from tipping or rolling.
- An LPG tank must have been inspected by a certified inspector or purchased no more than one year ago.
  - Cooking equipment and fuel tanks must not be easily accessible by the public either by being stored within a vendor's stall or cordoned off using cones, caution tape, or other visual indicator as deemed appropriate by the Market Manager.
  - Vendors cooking inside or beneath a tent, umbrella, or other shade covering must ensure that such equipment is fire retardant and clearly labeled as such with the appropriate seal of registration to officially communicate that the chemical or material has been approved by the State Fire Marshal and other officials as a flame retardant. This Seal should have adhered to tent rentals, canvas, and other decorative products. This Seal may also be used to label approved chemicals.

## **Exhibit G: Stall Fee Schedule**

Prices are per stall as defined in Section 7.3 and Section 8.3 of the Rules and Regulations.

For the purposes of this schedule, all fees are based on a 10'x10' stall.

<b>Vendor's Business Location</b>	<b>Agricultural Vendor</b>	<b>Artisan Vendor</b>	<b>Packaged Food Vendor</b>	<b>Prepared Food Vendor*</b>
<b>Within City Limits</b>	\$25	\$30	\$45	\$65*
<b>Sonoma Valley</b> (South of Pythian Road and North of Hwy 37, between ridges of Mayacamas Mountain Range and Sonoma Mountain Range)	\$25	\$35	\$55	\$75*
<b>Sonoma County</b>	\$25	\$40	\$65	\$85*
<i>Outside Sonoma County</i>	\$35	\$45	\$75	\$95*

**\*Prepared Food Vendors pay the GREATER of the minimum stall fee (listed above)  
OR 10% of gross sales.**

## Exhibit **H**: Signage and Labeling Definitions

STNMO requires vendors to use the following definitions in signage and labeling at Markets:

- **Cage-Free:** Eggs or meat from birds that were allowed to roam inside a henhouse or other facility. “Cage free” does not require that the birds be permitted to leave the henhouse or other facility.
- **Free Range:** Eggs or meat from birds from birds that were allowed access to the outside.
- **Grass Fed:** A meat product from an animal (beef, sheep, bison, or goat) that has been fed nothing but grass from weaning to harvest.
- **Heirloom:** An open-pollinated cultivar that existed prior to 1951. No commercial hybrids or genetically-modified organisms may be labeled as “heirlooms”.
- **Naturally-Grown/Natural:** Meat and poultry products that are minimally processed and contain no artificial ingredients including artificial colors, flavors, or preservatives; or agricultural products cultivated without any artificial products (i.e. artificial fertilizers or pesticides).
- **Pastured:** Eggs or meat from birds that were never restricted in cages and were allowed to roam outside for at least half of the daylight hours each day.
- **Transitional:** Farm or producer using organic farming methods during the 3-year period required for organic certification.
- **Tree-ripened:** An agricultural product allowed to ripen fully on the tree before picking, excluding any product subject to artificial methods to induce ripening.
- **Vine-ripened:** Any agricultural product allowed to ripen fully on the vine or plant before picking, excluding any product subject to artificial methods to induce ripening.

## **Exhibit I: Additional Sampling Requirements**

All vendors are required to follow the latest Public Health requirements and those who are sampling products offered for sale must comply with all requirements below. Failure to adhere to state laws and regulations concerning safe sampling or these requirements may result in vendor losing the right to sample or other penalties for violations of the STNMO Rules and Regulations as listed in Section 17.

Vendors must:

- Wash their hands using an approved wash station before preparing samples.
- Wash and clean all produce intended for sampling.
- Distribute samples in a manner that precludes the possibility of a consumer touching the remaining samples.
- Ensure that samples are secure and cannot be accessed by customers when not actively providing samples to customers.
- Use toothpicks, tongs or disposable utensils to distribute the samples.
- Keep samples in clean, non-absorbent covered containers.
- Ensure any trimming of produce or preparation of produce for sampling be done so that trimmings fall into a waste container.
- Prepare all samples in an area where a tarp or similar protective barrier is placed between the work area or waste container and the ground, and prepare all samples under a tent, canopy, or other overhead covering.
- Dispose of pits, peels, and rubbish in leak-proof garbage receptacles with close-fitting lids.
- Use clean, disposable plastic gloves when preparing product for samples.
- Wash and sanitize utensils and cutting surfaces.
- Ensure cutting surfaces are smooth, non-absorbent, and easily cleanable.
- Provide a trash receptacle for public use.
- Distribute samples only within the vendor's assigned selling area, except as specifically authorized by the Market Manager.