

Montrose Harvest Market and Marketplace
Rules and Regulations

Effective November 3, 2016

I. Introduction

The Montrose Harvest Market (“**Farmers’ Market**”) is a California Certified Farmers’ Market offering Certified and Noncertified Agricultural Products (defined below). The Farmers’ Market operates in accordance with the County of Los Angeles Health Department standards and the regulations established by the California Department of Food and Agriculture contained in the California Code of Regulations, Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5, Section 1392 *et seq.* (See also Cal. Food & Ag. Code §§ 47000 *et seq.*).

The Marketplace (“**Marketplace**”) is a market in an adjacent circumscribed area within the Farmer’s Market in which certain types of non-agricultural products or services are sold, such as: antiques, collectibles, memorabilia, and artisan-produced or other hand-crafted products. The Marketplace operates for the exclusive purpose of providing a venue for limited commercial activity by community groups and local businesses.

The Farmers’ Market and Marketplace (which are collectively referred to as the “**Markets**”) together are a weekly promotional event organized and administered by the Montrose Shopping Park Association (“**MSPA**”), a California non-profit corporation, and its member businesses.

Through an agreement with the City of Glendale, the MSPA is responsible for administering the assessments collected from businesses located in the Montrose Shopping Park Area, which was established by the City of Glendale under the authority of the Parking and Business Improvement Area Law of 1965 (as added to the Streets and Highways Code (sections 36000 *et seq.*, Part 5 of Division 18 of the Streets and Highways Code of the State of California)) in order to promote the businesses located in the Montrose Shopping Park Area.¹

The Farmer’s Market (including the Marketplace) is one of many events and/or promotional activities the MSPA administers and sponsors. The Farmers’ Market, Marketplace, and MSPA are subject to all pertinent local, state and federal regulations and laws.

II. Governance

The MSPA develops policies, procedures, rules and regulations in conjunction with its existing governing Board of Directors (“**BOD**”) to regulate Farmer’s Market and Marketplace operations, and has adopted these Montrose Harvest Market and Marketplace Rules and Regulations (“**these Rules**”) to clarify and supplement the California Department of Food and Agriculture Direct Marketing Regulations. The MSPA reserves the right to delete or modify any one or more of its policies, procedures, rules or regulations, at the discretion of the governing BOD of the MSPA.

¹ See City of Glendale Ordinance Number 3812 (enacted August 13, 1968 (as later amended by Ordinance Numbers 4078 (enacted June 11, 1973), 4741 (enacted July 15, 1986), 4790 (enacted December 15, 1987) and 5431 (enacted October 26, 2004)).

The MSPA has appointed one or more Market Manager (defined below) whose primary responsibilities are market logistics and administration. The Market Manager oversees other staff and the management of the market day, and provides assistance to consumers and participants. The Market Manager reports to the MSPA BOD President and are governed by the MSPA BOD's decisions and policies. In addition, the MSPA has selected or appointed a Harvest Market Committee (defined below) to hear appeals of any decision of the Market Manager, and assist with other administrative or operational tasks related to the Farmers' Market or Marketplace. The MSPA BOD, in conjunction with the Harvest Market Committee and the Market Manager, have the responsibility of determining which vendors are accepted into the Markets based on a number of criteria, including: uniqueness of product, physical space available at the market and the amount of commerce the market can sustain based on the current shopping/buying trends. It is also the Market Manager's responsibility to create the layout of the Markets. Persons selling at the Markets are asked to please respect the Market Manager's decisions on stall placement. All efforts are made to give each vendor a location that will best optimize their business, but vendors must recognize that the Markets operate in a finite location and neither the Market Manager, the Harvest Market Committee, nor the MSPA can guarantee any level of business for the vendor.

III. Definitions

1. **"Certified Agricultural Producer"** means a person or entity authorized by the county agricultural commissioner to sell Certified Agricultural Products (defined below), produced by practice of the agricultural arts upon land which her/she/it controls, directly to consumers or to individuals, organizations, or entities that subsequently sell or distribute the products directly to end users, at a certified farmers' market.
2. **"Certified Agricultural Products"** mean agricultural products which are certified under the jurisdiction of the county agricultural commissioner relative to inspection and verification of compliance with the provisions of the California Code of Regulations, and include: fresh fruits and vegetables, nuts, shell eggs, honey, flowers, and nursery stock.
3. **"Employee"** means a person employed by a Market Participant (defined below) at a regular salary or wage, on either a full or part-time basis, with the exception of members of the Market Participant's immediate family. The term "Employee" or "employee" may be used interchangeably within these Rules, and shall have the same meaning whether the term is capitalized or not.

*Please note that a Market Participant is responsible for all actions of their representatives, agents and employee(s) including: market reservations, quality of product, customer relations and violation of these Rules.

4. **"Farmers' Market Vendor"** means a person or entity, excluding a Producer (defined below), who sells or offers for sale at the Farmers' Market, specialty items such as: prepared food, soap, breads/baked goods, coffee, and fresh squeezed juices. Each Farmers' Market Vendor must supply the Market Manager (defined below) with a copy of the appropriate business license and health permit required to conduct sales.

5. **“Harvest Market Committee”** means the group of persons selected by the MSPA BID to jury new applications, hear any appeal of an action or decision of the Market Managers, and to take changes or recommendations back to the MSPA BoD.
6. **“Market Manager”** means one or more persons authorized by the MSPA to implement these Rules, which includes any one or more Market Manager’s designee(s). At the discretion of the MSPA, both the Farmers’ Market and the Marketplace may have one common Market Manager designated, or may have one Market Manager for the Farmers’ Market and a different Market Manager for the Marketplace.
7. **“Market Participant”** means a person or entity authorized by the Market Manager or MSPA to sell any product at the Farmers’ Market or the Marketplace, including Certified Agricultural Producers, Noncertified Agricultural Producers (defined below), Farmers’ Market Vendors, and Marketplace Vendors (defined below), or to participate in any other way in the Markets other than solely as a visitor, patron or consumer.
8. **“Marketplace Products”** means products approved for sale at the Marketplace by the Market Manager, the Harvest Market Committee, or the MSPA through the established application/selection/jury process, including items such as: non-agricultural products and services, including antiques, collectibles, and memorabilia which are meant to be of a vintage nature, along with certain artisan-produced crafts. Further information regarding the nature of Marketplace Products and their selection can be found below.
9. **“Marketplace Vendor”** means a person or entity who is selling Marketplace Products in the Marketplace.
10. **“Noncertified Agricultural Producer”** means a person or entity who produces a specific agricultural product not certifiable as above (per Certified Agricultural Producer requirements), but with appropriate proof of producer-ship.
11. **“Noncertified Agricultural Products”** means all Certified Agricultural Products that have been processed, as well as agricultural products not falling within the definition of Certified Agricultural Products that are: 1) from any tree, vine or plant and their flowers (including processed products), 2) livestock (including rabbits) and livestock products, and 3) fish and shellfish produced under controlled conditions in waters or ponds located in California. Examples include: a processed product made from Certified Agricultural Products, juices, jams and jellies, shelled or roasted nuts, dried fruits, fish or seafood from controlled ponds, poultry and poultry products, livestock and livestock products.
12. **“Producer”** means both a Certified Agricultural Producer and a Noncertified Agricultural Producer, collectively.

IV. **Eligibility**

1. **General Requirements for All Market Participants.** Acceptance into the Markets to vend food, products or services shall be decided by the Market Manager. To become an approved Market Participant, a prospective Market Participant must provide the Market Manager with the following items:

- a. A completed and signed application appropriate for the type of Market Participant applying;
- b. Copies of all pertinent certificates, licenses and/or permits required by Federal, State, county or local law, which shall be kept on file and constitute a Producer's "proof of producer-ship" (including, when applicable, a Certified Producers Certificate listing Los Angeles County as authorized county, a Nursery Stock License and Nursery Seller's Permit, a County Health Permit, an Aquaculture License, and/or a State Board of Equalization Permit listing the Markets' location as the place of business);
- c. Signed Hold Harmless Agreement; and
- d. Evidence of any required insurance certificates and/or endorsements (only certain vendors and at the discretion of the Market Manager(s)).

2. Marketplace Vendors' Requirements.

- a. **Marketplace Products:** It is the goal of the MSPA to ensure that a significant number of the products offered for sale at the Marketplace fall into the following categories: antiques, collectibles and memorabilia which are meant to be of a "vintage" nature, along with certain artisan-produced crafts that the Marketplace Vendor is actively engaged in creating within the assigned booth.

Space at the Marketplace for community service groups, nonprofit organizations, or professional disciplines are limited, but may be approved, if space is available.

Wholesale merchandise, commercially-produced merchandise, and new merchandise offered for resale are generally not allowed at the Marketplace, unless an exception is made at the discretion of the MSPA BoD, Market Committee and/or the Market Manager. Franchise-type or home-based business products such as Avon, Mary Kay, Tupperware, etc. are also generally not allowed, but may be permitted if an exception is made, at the sole discretion of MSPA BOD or the Market Manager(s). Certain limited types of retail products may be allowed if they fall into the following categories: food-related, environmental, healthy living, educational, or children's-interactive.

Products, goods, merchandise or services that directly compete with existing Marketplace Vendors or with any business in the Montrose Shopping Park Area may be excluded during the jury selection process, by the MSPA BOD or the Market Manager, and a Marketplace Vendor will be asked to remove any such item from the Marketplace. Failure to do so will result in permanent expulsion from the Market(s).

- b. **Jury Selection Process:** All prospective products proposed to be offered for sale by a Marketplace Vendor will be subject to the jury selection process established by the MSPA BOD. More information regarding the jury selection process can be found in the MSPA Marketplace Jury Form, which can be provided upon request by the Market Manager, or by contacting the Market Manager.

In general, the jury selection process aids in offering a well-balanced market to the community, ensuring that there is a variety of unique and quality products offered to customers of the Marketplace.

Any products, goods, merchandise or services that fail to obtain approval through the jury selection process are not allowed to be offered for sale at the Marketplace and are subject to immediate removal.

Any decision resulting from the jury selection process or any exclusion of a Marketplace Vendor from the Marketplace due to disallowed products, goods, merchandise or services may be appealed by utilizing the appeal process set forth in Section X of these Rules.

- c. **Business Addresses.** Home-based professional businesses must have an actual business address in the community.
- d. **Ineligible Businesses.** Businesses that do not serve the Montrose/Foothill communities/areas are not be eligible for participation in the Marketplace. Additionally, real estate agents, marketing and/or promotional service organizations, dental/health offices, salons/spas or those businesses seeking to perform lead generation, are not eligible for participation in the Marketplace.
- e. **Reapplication Required for Marketplace Vendors.** All Marketplace Vendors shall reapply at the end of each fiscal year to vend at the Farmer's Market on a form approved by the MSPA BOD or Market Manager. All such applicants may be placed on a waiting list for readmission to the Marketplace. A Marketplace Vendor who has been previously approved to vend at the Marketplace is not granted priority. Prior approval to vend at the Marketplace does not guarantee any future approval upon reapplication.

3. Producers' and Farmers' Market Vendors' Requirements.

- a. **Producers' Eligibility Criteria.** The Market Manager shall review a Producer's application (once appropriate documentation is provided, as well as a description of the crops desired to be sold, pursuant to the application form) to vend at the Farmers' Market based upon the following criteria:
 - i. Unmet consumer demand at the Farmers' Market;
 - ii. Overall crop mix of Producer and Farmers' Market;
 - iii. Number of Producers and Farmers' Market Vendors with similar products;
 - iv. Seniority on waiting list;
 - v. Lack of complaints about the Producers and Farmers' Market Vendors;
 - vi. Past regulatory issues;
 - vii. Consumer Likes/dislikes;
 - viii. Fair and competitive pricing;
 - ix. Existence of short-season, specialty crops;
 - x. Compliance with Federal, State, county and local laws, as well as the these Rules; and
 - xi. Any other relevant criteria at the discretion of the Market Manager.

- b. **Farmers' Market Vendors' Eligibility Criteria.** The Market Manager shall review a Farmers' Market Vendor's application to vend at the Farmers' Market based upon all of the same criteria used to evaluate a Producer application (above), as well as the additional following criteria:
 - i. First preference given to applicants whose business resides within the Foothill Communities areas including Montrose, La Crescenta, La Canada, Sunland, Tujunga and North Glendale; and
 - ii. Preference given to applicants whose products do not compete with businesses located in the Montrose Shopping Park Area.
- c. **Farmer's Market Vendor Responsibilities.** It is the responsibility of each approved Farmer's Market Vendor to secure the appropriate business licenses and health permits required to conduct sales.
- d. **Certified and Noncertified Agricultural Products.** All items intended for sale shall be listed on the application but only those items approved for sale by the Market Manager or the MSPA BOD are allowed to be sold.
- e. **Certified Agricultural Producers.** A Certified Agricultural Producer may sell Certified Agricultural Products on behalf of another Certified Agricultural Producer, as provided in the California Code of Regulations, Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5, Section 1392.4.
- f. **Sales and Marketing.** Products sold by commission sales, produce brokers or re-sales are not allowed by Producers, Farmers' Market Vendors or any other person. Any Producer or Farmers' Market Vendor who sells produce that is not produced by the Producer or Farmers' Market Vendor on land that the Producer or Farmers' Market Vendor farms, owns, rents, leases or sharecrops, while claiming that it is so produced, will be permanently expelled from the Farmers' Market.
- g. **Reapplication Required for Farmer's Market Vendors and Producers.** All Farmer's Market Vendors and Producers shall reapply at the end of each fiscal year to vend at the Farmer's Market on a form approved by the MSPA BOD or Market Manager. All such applicants may be placed on a waiting list for readmission to the Farmer's Market. A Farmer's Market Vendor or Producer who has been previously approved to vend at the Farmer's Market is not granted priority. Prior approval to vend at the Farmer's Market does not guarantee any future approval upon reapplication.

V. Fees, Taxes, and Insurance

1. **Farmers' Market Booth Fees.** In exchange for participation in the Farmer's Market, all Producers and Farmers' Market Vendors shall pay a booth fee equal to ten percent (10%) of their daily gross sales to the Market Manager's designated agent, (generally the "Promotional Coordinator") at the end of each day of sales at the Farmer's Market. Farmers' Market Vendors that offer food products of any kind for sale at the Farmer's Market are subject to a minimum payment of \$25.00 per day at the end of each day of sales at the Farmer's Market. The Markets accept payment in the form of cash or check made payable to "MSPA."

2. **Marketplace Booth Fees.** In exchange for participation in the Marketplace, all Marketplace Vendors shall pay a standard weekly booth fee of \$50.00, payable in advance of commencing sales at the Marketplace to the Market Manager or to his or her designee. The Markets accept payment in the form of cash or check made payable to "MSPA." Exceptions to the \$50.00 booth fee are:
 - a. MSPA businesses in good standing shall pay a reduced booth fee of \$40.00/week;
 - b. Larger "collectibles" vendors who opt to use a 10 X 20 canopy set front-to-back to utilize the depth of the street shall be charged an oversized booth fee of \$75.00; and
 - c. Booth fee for non-profit organizations and community service groups shall be waived upon proof, to the satisfaction of the Market Manager, of non-profit/service group status.
3. **Load Sheets.** Gross sales must be declared on the load sheet approved and provided by the Market Manager. All load sheets must include complete information concerning the commodities brought in, commodities sold by weight when applicable, and income per commodity. The Market Manager will monitor sales reporting to verify the accuracy of load sheets. Load sheets must be turned into the Market Manager or a corresponding designee at the end of each day of sales at the Farmer's Market.
4. **Sales Tax.** Market Participants will be individually responsible for complying with any Federal, State, county or local tax laws. Producers shall collect California State sales tax for non-food items. All Market Participants selling taxable items must display a Board of Equalization permit authorizing sales at the Market location.
5. **Audits.** All Market Participants are subject to an audit of his/her/their daily gross sales by the Market Manager or the Market Manager's designee, to verify the accuracy of the load sheets. If after such audit the Market Manager determines that there is a significant and unexplainable deficiency from the four week average of the load sheets, the Market Participant shall be notified in writing of the audit finding and shall be issued a fine as follows: Two Hundred (\$200.00) for a first violation; A second violation within twelve (12) months from the date the first violation was issued shall result in expulsion from the Market. The Market Participant may not participate in the Markets until an issued and unappealed fine is paid in full to the Market Manager. If the Market Manager determines that a different basis for the four week average is appropriate (for example, the Market Participant is a specialty Producer and sells seasonal items for a shorter period of time), the Market Manager has the discretion to determine whether a deficiency exists applying that different basis. If a different basis is used, the Market Manager shall so indicate in the written notice of the audit finding. Any audit finding, imposition of a fine, or expulsion or exclusion from the Markets based on this section may be appealed by utilizing the appeal process set forth in Section X of these Rules.
6. **Insurance.** At the discretion of the Market Manager, certain Market Participants shall be required, at their own expense, to obtain, pay for, and maintain a "Commercial General Liability" or a "Businessowners Liability" insurance policy on an occurrence basis to fully protect the Market Participant, the Montrose Harvest Market/Marketplace, and the MSPA from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments.

VI. Appropriate Conduct

1. **General.** Market Participants and their employees, agents and representatives shall, at all times, conduct themselves in a responsible, professional, and courteous manner. All Market Participants must comply with all Federal, State, county and local laws, as well as these Rules.
2. **Rude, Abusive, or Disruptive Conduct.** Rude, abusive or otherwise disruptive conduct toward other Market Participants or to the public is prohibited at all times. Market Participants experiencing any difficulty with rude, abusive, or disruptive customers or other Market Participants shall refer the matter promptly to the Market Manager.
3. **Advertisements and Promotions.** All product promotion must occur within the space assigned to the Market Participant and not in any common area. No loud hawking, shouting or barking to promote products is allowed.
4. **Non-Market Activities.** Market Participants and their employees, agents and representatives shall not engage in solicitation, collection drives, or political or religious activities except in a designated Free Speech Zone.
5. **Cigarettes, Alcohol, and Drugs.** Smoking is prohibited in the Markets as well as in public venues within the City of Glendale. Consumption of alcoholic beverages and illegal drugs are also prohibited in the Markets.
6. **Music.** Market Participants and their employees, agents and representatives shall not play music from radios or other similar devices (i.e. computers/tablets, iPods, MP3 players, compact disc players, tape players, etc.), which can be heard outside of the Market Participant's selling space.
7. **Refunds.** Market Participants must be prepared to warrant their products as pure and establish a refund policy for problematic or difficult sales.

VII. Operations, Safety and Cleanliness

1. **General Operations.** Market Participants may arrive for setup no earlier than 7:00 a.m. and no later than 8:30 a.m. Late arrivals must contact the Market Manager before setting up. The MSPA reserves the right to offer booth space left unclaimed after 8:30 a.m. No vehicles may enter after 8:30 a.m. As this is an "off-loaded market," all vehicles must be removed from the Market area no later than 9:00 a.m. The Markets take place on Sundays from 9:00 a.m. to 2:00 p.m., rain or shine. Market Participants may not sell prior to the Markets opening without the prior consent of the Market Manager. A Market Participant may not leave the Markets until the close of the Markets. If there is an emergency, a Market Participant may leave early, but only with the approval of the Market Manager. The Market Manager may close the Markets early due to inclement weather at his or her discretion. At the end of the Markets, no vehicles may enter before 2:00 p.m. All booths and equipment shall be packed up and the area cleaned BY no later than 4:00 p.m.

2. General Safety and Cleanliness.

- a. **Equipment.** Market Participants must supply their own canopies, tables, chairs, tablecloths, etc. Access to electricity for the Market Participant's selling space may be made available at the discretion of the Market Manager.
- b. **Requirement to Remain in Selling Space.** Each Market Participant and/or each of his/her/their agents, employees and representatives at the Markets shall remain at the Market Participant's selling space during Market hours while they are actively engaged in selling their products/good services, unless they obtain permission from the Market Manager.
- c. **Tables and Canopies.** Tables and overhead canopies must be maintained in good condition and used in a safe manner. The following shall apply to all tables and canopies:
 - i. Tables may not be filled over carrying capacity;
 - ii. Tables may not contain splinters;
 - iii. Product arrangements on tables must be stable;
 - iv. No tables may extend beyond the canopy;
 - v. Canopies must be tied down or weighted as determined by the Market Manager during weather related conditions;
 - vi. Canopies shall remain see-through and open front-to-back (no back flaps are permitted on canopies); and
 - vii. By determination of the Market Manager, removal of canopies may be required at any time during the Markets' hours due to wind and canopy removal shall take precedence over sales activities. Frame assemblies may remain in place as long as they are securely tied down.
- d. **Cleanliness.** Each Market Participant shall maintain his/her/their selling space in a clean condition. All boxes, containers, etc. must be housed within the assigned space and out of sight. Items may be stored under tables if covered with a cloth, or they must be stored off-site in the Market Participant's vehicle. Umbrellas, signs and banners shall be maintained in a good and clean condition.

Market Participants are responsible for bagging and hauling their own trash at the close of the Sunday market and may not leave any item or trash at the Markets. Market Participants leaving trash behind will be given a verbal warning and will be charged a clean-up fee of \$50.00 for the second offense and \$100.00 for the third offense. After the third offense, a Market Participant may be temporarily or permanently expelled from the Markets.

3. Farmer's Market (Producers and Farmer's Market Vendors) Operations.

- a. **Space Reservations.** Newly approved Producers and Farmer's Market Vendors who wish to participate in the Farmer's Market must contact the Market Manager and complete an application to reserve a space. Spaces are generally assigned to Producers/Farmer's Market Vendors with seniority first, but special consideration will be given to Producers of short-season, specialty crops. The Market Manager shall determine when a particular commodity is in excess or in demand and may assign space accordingly. Final decisions regarding space assignments are within the sole discretion of the Market Manager, and may be made only between Producer/Farmer's Market Vendor and the Market Manager; agents, representatives or employees may not reserve space for a Producer/Farmer's Market Vendor. Space in the Farmer's Market is not transferrable between business partners or upon transfer or sale of a business or a farm.
- b. **One Space Per Producer/Farmer's Market Vendor.** No Producer or Farmer's Market Vendor shall sell at two separate spaces in the Farmer's Market with the same proof of producer-ship documentation.
- c. **Space Cancellations/No Shows.** Producers or Farmer's Market Vendors who have reserved a space pursuant to subparagraph (a) above, but do not wish to use the reserved space, must notify the Market Manager at least one week prior to the date of the reservation, unless special prior arrangements are made with the Market Manager. Producers or Farmer's Market Vendors who are unable to attend the Farmer's Market on the day they have reserved space, due to unforeseen circumstances that could not have been communicated to the Market Manager one week prior to the date of the reservation (such as truck breakdown *en route* to the Farmer's Market), must contact the Market Manager as soon as possible, but no later than prior to the Farmer's Market opening at 9:00 a.m. the day of the reservation to confirm a selling space for the following week or to make other arrangements. Failure to comply may result in cancellation of future reservations, or temporary/permanent expulsion from the Farmer's Market.

Producers or Farmer's Market Vendors who do not attend the Farmer's Market on the day of their reservation without informing the Market Manager according to the deadlines above, thereby leaving a selling space empty and depriving another Producer or Farmer's Market Vendor the opportunity to sell, may be deprived of his/her/their Farmer's Market space reservation for a subsequent day. An unreported absence may be excused from the required notice provisions if it is due to an unforeseen circumstance or emergency determined by the Market Manager to be of such gravity that notice should be excused. Repeated absences, regardless of their cause or whether notification was provided, may, at the discretion of the Market Manager, result in temporary or permanent expulsion from the Farmer's Market.

- d. **New Crops.** Any participating Producer must obtain permission from the Market Manager to bring in any crop not already approved for the Farmer's Market. If such crops are not previously approved in writing by the Market Manager, the Market Manager may disallow the sale of such crops. New crops may be disallowed depending on the needs of the Farmers' Market.

- e. **Postings.** During the Farmer's Markets' hours, proof of producer-ship documentation shall: (1) be conspicuously posted at the front of the stand; (2) be valid; (3) list only those commodities the Producer is offering for sale; and (4) list Los Angeles as an "authorized county".
- f. **Signage.** Producer/Farmer's Market Vendor signs may not extend beyond the perimeters of the canopy. Each Producer's location must have his/her farm name prominently displayed within the Producer's canopy. The Market Manager may specify sign sizes, types or other characteristics, and may install additional signage at the Producer's/Farmer's Market Vendor's location. Signs posted by Producers that state "No Pesticides" and/or "No Sprays" are not permitted. All booth signage shall consist of either tabletop or a small banner suspended from the front or side edge of the canopy. No signage, banners, or canopy walls shall be placed at the back of the booth, unless approved by the Market Manager.
- g. **Canopies and Tablecloths.** Producers/Farmer's Market Vendors must provide their own canopies for produce/food displays. The use of colored canopies in order to artificially enhance or distort the color/appearance of produce or food items is prohibited. At the Market Manager's discretion, Producers may be required to use only light colored canopies for their displays. All Market Participants must use clean tablecloths for their displays. Market Participants who are supplied tablecloths by the Market Manager will be assessed a \$5.00 replacement fee.

4. Marketplace Operations.

- a. **Booth Assignments.** Booth space assignments are NOT on a first-come first-served basis. Marketplace Vendors are organized to accommodate type and size of product and product displays, as well as to accommodate seasonal changes in the Marketplace. Assignments are made available to Marketplace Vendors upon arrival at the Marketplace beginning at 7:00 a.m. on Sunday. Marketplace Vendors must communicate with the Market Manager concerning their desire to reserve space from week to week. Reserving space is the Marketplace Vendor's responsibility, not the responsibility of Market staff.

No single Marketplace Vendor may sell at two separate booths on the same day and no single Marketplace Vendor may occupy a space greater than the equivalent of two 10X20 booths, at the discretion of either the Harvest Market Committee or Market Manager.

All items being sold within the assigned booth must fit within the confines of the booth canopy. No tables or items may extend beyond the canopy. No portion of a Marketplace Vendor's display may extend into the fire lane. The Market Manager may, at any time, adjust the Marketplace Vendor's selling space size. During peak season, the maximum frontage allowable shall not exceed ten (10) feet per Marketplace Vendor, unless otherwise determined by the Market Manager.

- b. **Quarterly Rotations.** Marketplace Vendors are subject to rotation in the Marketplace at the discretion of the Market Manager. Rotation is intended to allow juried Marketplace Vendors on the waiting list an opportunity to participate, and as a means of keeping the overall assortment of the Marketplace's offerings at its highest level.
- c. **Signage.** Each Marketplace Vendor's selling space must have its firm name prominently displayed within the Marketplace Vendor's canopy. All booth signage shall consist of either tabletop or small banner suspended from the FRONT or side EDGE OF THE CANOPY. No signage, banners or canopy walls shall be placed at the back of the booth, unless approved by the Market Manager. Signs may not extend beyond the perimeters of the canopy. All signage must be displayed in a manner which allows view corridors to the MSPA merchants in the background. The Market Manager or the Harvest Market Committee may specify sign sizes, types or other characteristics.
- d. **Booth Cancellations/No Shows.** Marketplace Vendors who have reserved or been assigned a booth/space pursuant to subparagraph (a) above, but do not wish to use the reserved booth/space, must notify the Market Manager at least one week prior to the date of the assignment/reservation, unless special prior arrangements are made with the Market Manager. Marketplace Vendors who are unable to attend the Marketplace on the day they have been assigned or reserved space, due to unforeseen circumstances that could not have been communicated to the Market Manager one week prior to the date of the reservation (such as vehicle problems *en route* to the Marketplace), must contact the Market Manager as soon as possible, but no later than prior to the Farmer's Market opening at 9:00 a.m. the day of the assignment/reservation to confirm a selling space for the following week or to make other arrangements. Failure to comply may result in cancellation of future reservations, or temporary/permanent expulsion from the Marketplace.

A Marketplace Vendors who does not attend the Marketplace on the day of their booth/space assignment or reservation without informing the Market Manager according to the deadlines above, thereby leaving a selling space empty and depriving another Marketplace Vendor the opportunity to sell, may be deprived of his/her/their Marketplace booth/space assignment or reservation for a subsequent day.

An unreported absence may be excused from the required notice provisions if it is due to an unforeseen circumstance or emergency determined by the Market Manager to be of such gravity that notice should be excused.

If a Marketplace Vendor is absent more than once, regardless of its cause or whether notification was provided, he or she shall pay a \$45 booth fee before being allowed to participate on a subsequent date in the Marketplace. Repeated absences, in addition to incurring additional booth fees, may, at the discretion of the Market Manager, result in temporary or permanent expulsion from the Marketplace.

VIII. Pricing, Packaging and Labeling

1. **Containers.** All closed or sealed food containers must be labeled with identity, weight, grade (where applicable), name, address and zip code of the Market Participant.

2. **Posting Prices.** Prices must be posted and clearly legible. Collusion among Market

Participants to set prices or exert any influence, pressure, or persuasion to cause a Market Participant to set prices is strictly forbidden by Federal and State laws.

3. **Organic Requirements.** Any Market Participant who wishes to use the words “organic,” “organically grown,” “100% organic” or other similar terms in their product labeling must also post the following language: “Organically grown or produced in accordance with the California Organic Products Act of 2003.” This language must be posted even if other forms of organic certification are present, such as “California Certified Organic Farmers” (CCOF). Any Producer who does not comply with the conditions outlined above may not use the word “organic” in any advertising either written or spoken.

4. **Box Labels.** Producers can display their product only in their own boxes, or in boxes where the label has been obliterated. Crossing out the label is not sufficient – the label must be painted over or another label may be placed completely covering the former information. Producers may use any boxes for stacking or transportation purposes.

IX. Designated Free Speech Zone Rules

1. **General.** The Markets have various designated Free Speech Zones, subject to change week-to-week, which are certain designated areas in the Markets where individuals or groups can engage in activities unrelated to the authorized activities of Market Participants. Individuals/groups wishing to use a Free Speech Zone must fill out a sign-in sheet which the Market Manager will make available at the Markets. The following rules have been created to protect both the safety of the Markets’ customers and Market Participants, and the constitutional free speech rights of anyone who visits the Markets.

2. **Space assignments.** The Market Manager will assign space to an individual/group wishing to use any available Free Speech Zone on the day requested, however, space is limited. Individuals or groups engaged in free speech activities (speech or conduct unrelated to the authorized activities of Market Participants) must provide advanced notice to the Marketplace Manager who, if space is available, will assign a location. Individuals or groups will not receive an assigned space without advanced approval by the Marketplace Manager.

3. **Non-discrimination policy.** The Market manager shall not grant or deny space on the basis of any individual’s/group’s, race, color, national origin, religion, sex, gender, or sexual orientation. The Market Manager shall not grant or deny space simply on the basis of the viewpoint seeking to be expressed by the individual or group.

4. **Set-up requirements.** In setting up the space, individuals/groups wishing to use the Designated Free Speech Zone must comply with the following:

a. **Tables.** Individuals/groups may set up a card table or folding table no larger than six (6) feet by three (3) feet in their assigned space. Larger tables are not permitted because they impede the flow of traffic and can create safety hazards during emergency evacuations. In addition, individuals and groups using the Designated Free Speech Zone are subject to all safety rules related to tables and canopies set forth in these Rules.

- b. **Canopies.** Canopies, and oversized umbrellas (at the discretion of the Marketplace Manager) are allowed depending upon space availability. Individuals/groups using any Free Speech Zone, like all participants in the Markets, are not permitted to participate in the Markets without providing the Market Manager with evidence of liability insurance coverage and complying with the insurance requirements set forth in Section (V)(6) of these Rules. In addition, individuals using any Free Speech Zone must follow all set-up and tie-down requirements (safety rules) set forth herein.
5. **Conduct.** In conducting free-speech activities, individuals/groups using the Designated Free Speech Zone must comply with the following:
- a. Individuals/groups may not block or impede traffic flow around the entrance to the Markets, around any designated exits, or in any fire lanes;
 - b. Individuals/groups may not block, restrict access to, or otherwise interfere with the operation of the Markets or its Market Participants;
 - c. Individuals/groups must respect the Markets' customers' right to privacy by not pushing unwanted materials on them after they have expressed their desire not to take or be given such materials;
 - d. As with all Market Participants, individuals and groups engaged in free speech activities must restrict distribution of flyers and other materials to their designated booth space. Market Rules do not permit individuals to walk through the permitted Market area handing out flyers or material unless approached by an individual requesting information
 - e. To respect the right of all people in the Designated Free Speech Zone to be heard and to allow the Markets' patrons to hear emergency evacuation alarms, the market does not allow amplification equipment in the Designated Free Speech Zone; and
 - f. Commercial activities such as the selling of or offering to sell goods and services are strictly prohibited in the Designated Free Speech Zone, including, but not limited to, commercial solicitation, as that term is defined in Glendale Municipal Code Section 9.14.020 ("Commercial solicitation" means solicitation related primarily to an economic transaction, such as the exchange of goods or services for a financial fee or cost. This definition incorporates court rulings defining the terms "commercial speech" and "commercial solicitation.").

X. Violations, Penalties and Appeals

- 1. **Violations & Penalties.** A Market Participant who violates any provision of Federal, State, county or local law or regulation, or these Rules, may be given a verbal or written warning, fined, temporarily or permanently expelled from the Markets, and/or have selling privileges conditioned or limited, at the discretion of the Market Manager. Any verbal warning shall be followed by written notice of the basis of the warning and the consequences of repeated violation of these Rules, within seven (7) days. A Market Participant is responsible for the actions of its agents, representatives and employees. A fine may be imposed, at the discretion of the Market Manager, after one or more verbal or written warnings.

2. **Customer Complaints.** A customer wishing to file a complaint against a Market Participant may file a written complaint with the Market Manager. Written complaints will be investigated by the Market Manager or the Harvest Market Committee, and may result in issuance of a penalty as set forth above. In any dispute between the consumer and a Market Participant, the decision of the Market Manager and/or the Harvest Market Committee shall prevail.
3. **Temporary Expulsions.** While under investigation for a violation of these Rules, Market Participants may be temporarily removed from the Markets at the discretion of the Market Manager, if necessary to protect the public health, safety or welfare.
4. **Permanent Expulsions.** Permission to participate in the Markets may be revoked after two or more violations of these Rules; or in the case of a severe violation as determined by the Market Manager, a single written warning for such severe violation of these Rules will suffice for removal, at the discretion of the Market Manager, Harvest Market Committee, and/or the MSPA BOD.
5. **Participation at Discretion of the MSPA.** No Market Participant shall acquire any property or other right to continue to participate in the Markets. Participation, including the decision of the types and quantities of crops/food items/products/services to be sold at the Market by a Farmer's Market Vendor or Producer, or the goods/products/services to be sold at the Marketplace by a Marketplace Vendor, is at the discretion of the Market Manager.
6. **Fair Application of Rules.** These Rules shall be applied in a fair and equitable manner by the Market Manager, the Harvest Market Committee, and/or the MSPA BOD.
7. **Appeals.** Any Market Participant may appeal any action or decision of the Market Manager to the Harvest Market Committee by submitting a written notice of appeal stating the reasons therefore, *within ten days of the Market Manager's action*. The written notice of appeal shall be submitted to: **Montrose Shopping Park Association, P.O. Box 782, Montrose, CA 91021.**
8. **Hearings.** Within 30 days of receipt of the notice of appeal, a hearing shall be scheduled with the Harvest Market Committee to review the Market Participant's appeal, unless both parties otherwise extend such time. Written notice of the hearing shall be provided to the Market Manager at least ten (10) days prior to the hearing. Final decisions concerning any action by the Market Manager, and the reasons therefore, shall be set forth in writing and shall rest with the Harvest Market Committee.

XI. Contact Information

1. **Harvest Market.** For questions regarding the Montrose Harvest Market, please contact Market Manager Mark Sheridan at marksheridan@cox.net.
2. **Marketplace.** For questions regarding the Marketplace, please contact Market Manager Steve Pierce at stevemspa@gmail.com or leave a message at extension "2" upon dialing (818) 646-2880.
3. **Website.** For more information, please visit the Markets' website at: <http://shopmontrose.com/harvest-market-and-marketplace>.



PO Box 782 • Montrose, CA 91021-0782

HOLD HARMLESS AGREEMENT

I, owner of _____

whose address is _____

(hereinafter, "Seller"), in consideration of being provided selling space at the Montrose Harvest Market or Marketplace agree to the following terms and conditions:

1. Seller shall indemnify, defend and hold harmless the Montrose Harvest Market/Marketplace and its Manager, the Montrose Shopping Park Association, its Board of Directors, the City of Glendale, and each of their agents, servants, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorney's fees arising from or in any manner connected to the willful misconduct or to the passively or actively negligent acts, errors or omissions of Seller, its agents and employees, in connection with Seller's participation in the Montrose Harvest Market or Marketplace and in the performance of services, work or activities under this Agreement and the Montrose Harvest Market and Marketplace Rules.

2. Seller acknowledges receipt of and agrees to comply with each and every rule, regulation, procedure, term and condition set forth in the Montrose Harvest Market and Marketplace Rules.

In witness whereof,
this Agreement is executed this day of _____, 20_____.

Owner's Name (Print) _____

Owner's Signature _____

Phone _____