

Contra Costa  
Certified  
Farmers' Markets  
(CCCFM)

# Governing Rules 2025

# **GOVERNING RULES FOR CCCFM Inc. 2025**

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## Statement of Purpose, Implementation & Enforcement

The purpose of Contra Costa Certified Farmers' Markets, Inc. (CCCFM) is to operate Certified Farmers' Markets in Contra Costa County in accordance with all applicable laws, ordinances and regulations (Applicable Laws) for the mutual benefit of producers of certifiable agricultural products, non-certifiable agricultural products, and non-agricultural products that are offered for sale directly to consumers without the intervention of middlemen. All agricultural products sold at the markets are subject to federal, state, and local marketing orders, laws (including local health and safety laws), rules, regulations, and ordinances.

CCCFM established, maintains and manages one or more certified farmers' markets in Contra Costa County, pursuant to applicable governmental rules and regulation, in order to facilitate an effective and efficient sales outlet for its members and consumers. Under the California Department of Food and Agriculture, the County Agriculture Commissioner certifies qualifying markets as direct marketing outlets for Certifiable Agricultural Producers to sell their products directly to the general public. All certifiable agricultural produce must meet applicable quality standards but do not have to meet the usual size for standard pack, labeling, and container requirements.

CCCFM may introduce additional non-certifiable agricultural products and non-agriculture type products to enhance and strengthen the uniqueness of what is offered at the Certified Farmers' Markets it operates. The direct marketing philosophy applies to all members even though these products may not be regulated by the State Direct Marketing regulations. Members may not resell any products produced by others.\*

The operation of CCCFM is governed by California law, including portions of the Food & Agricultural and Health & Safety Codes. Please note that the appropriate authorities, including, but not limited to County and State, agricultural and environmental health inspectors, Contra Costa Fire Protection, and the Moraga-Orinda Fire District, will enforce all applicable laws, and CCCFM will cooperate fully with all investigations by the enforcing authorities.

\*Co-packers may be used in limited circumstances, subject to the approval of CCCFM and must be adequately permitted and located in the State of California.

## **Definitions**



**AGRICULTURAL MEMBER** - May be referred to as "Certified Producer" or "Grower". Also includes Producers' of non-certifiable agricultural products such as meat, poultry or cheese.

- ★ Membership is applied for and reviewed for approval annually.
- ★ Participate and have selling privileges at one or more CCCFM markets.
- ★ Are subject to the annual membership fee.



**NON AGRICULTURAL MEMBER** - May be referred to as a "Temporary Food Facility", "Food Producer", "Artisan Producer", or "Crafter".

- ★ Membership is applied for and reviewed for approval annually.
- ★ Participate and have selling privileges at one or more CCCFM markets
- ★ Are subject to the annual membership fee.



**COMMUNITY Participant** - Those who support the purpose of CCCFM. May include, CCCFM Board Members, Non-profit Groups, local Business Sponsors, and City Representatives.

- ★ Are not members, as defined in Section 5056 of the California Nonprofit Public Benefit Corporation Law, as amended (the "Nonprofit Corporation Law").
- ★ Do not have selling privileges.
- ★ Membership fee is not applicable.



**ENTERTAINER** - May include Musicians, Face-paint Artists, Balloon Artists, Caricature Artists, and Henna Artists.

- ★ Are not members, as defined in Section 5056 of the California Nonprofit Public Benefit Corporation Law, as amended (the "Nonprofit Corporation Law").
- ★ Are invited participants and scheduled by and at the discretion of CCCFM staff.
- ★ Do not have selling privileges, may charge for services and/or solicit tips with approval.
- ★ Must be asked to apply for participation in order to maintain contact information as well as required licensing and/or insurance.
- ★ Membership fee is not applicable, however, an application fee may be required.

## Application Overview

- ★ There is an application fee to apply, see fee schedule.
- ★ Applicants may apply to a market for the applicable annual season.
- ★ Members must apply for membership annually. Approval is not guaranteed.
- ★ Applications submitted by and signed only by Producer's themselves will be considered. Staff or other representatives may not submit an application on behalf of a Producer/Farmer/Owner.
- ★ Approval of application shall be limited to the duration of the market's annual season.
- ★ Market dates are subject to change. CCCFM reserves the right to decide to open/close for Holidays, inclement weather, air quality, or other safety concerns.

## Steps to Apply

- **Create your online account** Visit the CCCFM website at [www.cccfm.org](http://www.cccfm.org) and apply via the [www.managemymarket.com](http://www.managemymarket.com) link. Create an account or log in to your existing account. Ensure your contact information is accurate and any links you provide are operational. Complete your product list, uploading photos of your product is encouraged.
  - **Apply** Use the prompts and be sure to provide as much information as possible. Incomplete applications may not be reviewed and cause delay. You will be prompted during the application process to add a credit or debit card to your account, this will be used to charge the application fee, as well as, subsequent fees that may be due if approved. CCCFM may request samples of your product and those samples may be delivered to management by pre-arrangement.
- \*Application fees for applicants with past participation may be waived.
- **Upload Licenses** Use the prompts pertaining to your unique business. Failure to upload pertinent licenses will result in delay of your application being reviewed.
  - **Check Application Status** Your application status will be updated throughout the review and you will be notified via email. Initial review is typically 10 business days but often takes longer. You may check the status of your application at any time by logging into your [ManageMyMarket.com](http://ManageMyMarket.com) account.

## Membership

CCCFM is organized as a California nonprofit mutual benefit corporation. Such corporations are governed by California Corporations Code Sections 7110 - 8910.

1. 15 days prior notice shall be given in the case of a membership expulsion or termination and the reasons therefore.\*
2. Members will have an opportunity to be heard in writing, not less than five days before the effective date of a membership expulsion or termination by the Board of Directors.
3. A change of ownership and/or a name change shall require a new association application. The annual membership fee is non-transferrable. No guarantee on approval is made for new applicants.

\*A Member's selling privileges as to one or more markets may be suspended effective immediately. Such a suspension does not constitute a membership suspension or expulsion. A member's selling privileges may be suspended concurrent with an appeal process. A membership expulsion or termination automatically applies to all markets for the remainder of the annual membership, and is generally reserved for more significant or egregious situations, repeated violations of these rules or Applicable Law, or a failure to pay membership or related fee.

## Licenses, Permits & Insurance

Members must show that all processing was accomplished under safe and sanitary conditions and, if applicable, furnish any and all permits that are necessary, including but not limited to county and state issued permits, registration and licenses.

### Examples of licenses may include:

- ★ Current Certified Producer's Certificate (applicable to Certified Agricultural Producers).
- ★ Organic Certification
- ★ Health Department Permit
- ★ Vehicle Insurance Card
- ★ Processed Food Registration
- ★ Cottage Food License

\*Licenses vary according to the products you are approved to bring to market and not all licenses will apply to you.

If approved, Insurance is required. Members must at all times while selling at a CCCFM market, have and maintain in force and effect a current insurance policy(s) as follows. It is the member's responsibility to ensure current insurance is on file with CCCFM at all times.

- ★ Commercial General Liability with limits equal to or greater than \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate/2,000,000 Products & Completed Operations (or included)/ \$100,000 Damage to Rented Premises/ \$5,000 Medical Expense/ \$1,000,000 Personal & ADV Injury.
- ★ Contra Costa Certified Farmers' Markets Inc. must be named as an additional insured . See below for certificate of insurance instructions. A sample insurance certificate is also provided.

Description box on certificate should read: "Contra Costa Certified Farmers' Markets Inc and CCCFM Inc their directors, officers, employees and volunteers are hereby included as additional insureds."

Certificate holder box should read:

Contra Costa Certified Farmers' Markets Inc  
 1155C Arnold Drive #276  
 Martinez, CA 94553  
[manager@cccfm.org](mailto:manager@cccfm.org)

- ★ Provide a Certificate of Insurance (COI) as with the required coverage limits prior to participation. This should be uploaded by the member to their online Manage My Market account and must be kept up to date during the market's annual season. No vendor will be allowed to participate until proof of insurance is provided..
- ★ Provide Evidence of Automobile Insurance
- ★ Provide Evidence of Workers Compensation Insurance if the member has employees.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
DATE

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

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

PRODUCER INSURANCE AGENT NAME ISSUING CERTIFICATE ADDRESS CITY CA ZIP	CONTACT NAME AGENT NAME PHONE AGENT PHONE FAX AGENT FAX E-MAIL AGENT EMAIL ADDRESS
INSURED NAME OF PRODUCER/VENDOR CONTACT NAME ADDRESS CITY CA ZIP	INSURER(S) AFFORDING COVERAGE INSURER A INSURER B INSURER C INSURER D INSURER E INSURER F

COVERAGES		CERTIFICATE NUMBER		REVISION NUMBER			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INS. LTR	TYPE OF INSURANCE	ADD. SUBR. DISC. NO.	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	POLICY NUMBER	DATES	DATES		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EVIDENCE COVERAGE	
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EVIDENCE COVERAGE *Required if you have employees
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NYS) If yes, describe under DESCRIPTION OF OPERATIONS below						
LIMITS							
EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (See Insurer's) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OR INCLUDED \$ COMBINED SINGLE LIMIT (See Insurer's) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Contra Costa Certified Farmers Markets Inc. and CCCFM Inc. their directors, officers, employees and volunteers are hereby included as additional insureds.

CERTIFICATE HOLDER Contra Costa Certified Farmers' Markets Inc 1155C Arnold Drive #276 Martinez, CA 94553 manager@cccfm.org	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE REQUIRED
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### Assumption of Risk, Waiver, and Hold Harmless

As part of the application process, the applicant will acknowledge and agree that the applicant has fully read and understood each of these provisions in the governing rules, and that the applicant is aware that certain risks and dangers may occur within a farmers' market venue, and risks include, but are not limited to, hazards and injury to person and property within the market area, from equipment, vehicles, weather, and product, food and drink spill. The applicant will assume all of the risks which occur at a Farmers' Market, and understands that the applicant is giving up significant legal rights, including the right to sue the CCCFM. The applicant will acknowledge that prior to signing the application, the applicant has had the opportunity to consult with an attorney to review the application and these governing rules, and that the applicant is competent, and executes the application voluntarily and for adequate consideration, intending to be fully bound. Moreover, the applicant will indemnify and hold harmless CCCFM, the Orinda and Walnut Creek Farmers' Markets, CCCFM directors, officers, employees, volunteers, contractors, representatives and agents, from and against all liability, causes of action, debts, claims, demands, losses, damages and suits of any nature whatsoever which the applicant has now or which may arise out of or in connection with the applicants participation in the CCCFM markets and as a CCCFM member. Finally, the applicant will acknowledge and agree that this agreement further operates as a release and assumption of risk for the applicant's heirs.

### Admission to Market

Admission to sell at each market shall be at the sole discretion of the Executive Director of CCCFM, or his/her delegate. In making the determination the following will be carefully considered:

- ★ Customer demand for the product and the applicant's ability to produce.
- ★ Applicant's negative or positive history of compliance with state, local government and market rules and regulations.
- ★ Applicant's history of market participation.
- ★ Space availability.

\*Admission limitation - A member's participation may be limited to a portion of an annual market season. This limitation may be based on the nature of seasonality (ie: agricultural seasons) or confined by CCCFM for reasons of space limitations.

Upon approval, the applicant's credit card on file will be charged the \$200.00 membership fee per annual season. The membership fee is not prorated and the full amount is due regardless of the number of markets at which a member sells.

All products sold at the market must be approved by CCCFM management at its discretion. This includes products submitted with the initial application and those which may be added during the annual market season. Additions to the product list held online in the member's account may be made at any time,

however new products may not be offered for sale at the market until approved. Admission of a product may be conditioned by period of sale, location of sale, variety, quality and other specific limitations.

An established member aggrieved by a product approval decision may appeal using the process outlined in these rules.

### Fee Schedule - a summary of fees CCCFM may assess

#### Administrative Fees

Fee Type	Total Fee
Application	\$65 for new applicants, \$0 for farmers, \$35 for artisans \$16 for entertainers and musicians. May be waived for existing members or applicants who have paid in the past.
Membership	\$200 annually, due if approved
TFF Permits	\$185 quarterly, see schedule on page 22 (only applies to certain vendors)
Auto Charge Fail Fee	\$25 Any fee that is auto charged, and CCCFM is unable to successfully collect after 5 days of initial fee due.
Fines	minimum of \$50, see page 23
Paperwork Scanning	Current licenses must be kept electronically on file. If a member fails to upload licenses and CCCFM must scan documents, it may do so at a cost of...\$1 per page with a \$10 minimum per license..
Late Pick Ups	Market gear and/or products must be cleaned up and offsite one hour and a half after the published market closing time. A fine of \$100 will be assessed up to 30mins thereafter. After two hours a \$500 fine will apply and your items may be removed.

## Stall Fees

Walnut Creek	
Fee Type	Total Fee
Single	\$58 for stall fee + \$2 CDFA = <b>\$60</b>
1 ½ Stall / Food Truck	\$78 for stall fee + \$2 CDFA = <b>\$80</b> -\$6.50 discount applied*
Double	\$108 for stall fee + \$2 CDFA = <b>\$110</b> -\$8 discount applied*
Triple	\$168 for stall fee + \$2 CDFA = <b>\$170</b> -\$10 discount applied*

Orinda	
Fee Type	Total Fee
Single	\$53 for stall fee + \$2 CDFA = <b>\$55</b>
1 ½ Stall / Food Truck	\$73 for stall fee + \$2 CDFA = <b>\$75</b> -\$6.50 discount applied*
Double	\$98 for stall fee + \$2 CDFA = <b>\$100</b> -\$8 discount applied*
Triple	\$148 for stall fee + \$2 CDFA = <b>\$150</b> -\$11 discount applied*

## **Credit Card Authorization, Auto Charges & Invoicing**

An automatic charge allows CCCFM to charge your credit/debit card automatically for fees and/or fines due. When you apply to a CCCFM market you must complete the credit card authorization form attached to these governing rules, which will provide consent to charge the card to place on file for fees incurred during the season, unless you withdraw permission. CCCFM will endeavor to notify you via email when an automatic payment has been processed. If a charge is made and an email is not received, please contact your Market Manager. Auto Charges may include application, membership, permit, stall or other membership or market related fees or fines.

CCCFM will send invoices and receipts electronically. You agree to receive your invoices/receipts electronically, via email at the address we have for you on file. Invoices and payment history shall generally be made available to you at any time by logging into your [managemymarket.com](http://managemymarket.com) account. Payments may also be made by check or money order and mailed to: 1155C Arnold Drive #276 Martinez, CA 94553.

## **What You Need to Know for Market Day**

### **1. Selling Space**

- a. The Market Manager assigns stalls and may re-assign without notice if necessary. The Market Manager's decision is final and not subject to appeal.
- b. A single stall is approx. 10' x 10' (geographical limitations may impact actual space available for use, this includes planter boxes).
- c. Selling Space may appear long or wide as necessary for market filling and flow at the discretion of the Market Manager.

### **2. Stall Fee**

- a. CCCFM stall fees may vary according to market location, see schedule above.
- b. Stall Fee shall not be adjusted or changed in any way because of assigned space. (i.e., fee will not be lowered because the member feels its selling space is not as good as another or for any other reason).
- c. Members will be assigned a stall before the market. The Market Manager has the final say on the assignment of stalls.
- d. Based on a variety of factors, the Market Manager may re-assign a Stall Space. This is only done when absolutely necessary to do so.
- e. Stall Fees include a State-mandated assessment of \$2.00 per participant per market day. CCCFM collects, tracks and pays these quarterly to the California Department of Agriculture.

### **3. Market Days & Times**

- a. **Market Cancellation** The Market will be canceled in the event of any conditions that CCCFM and/or its landlord deems to be unsafe. When weather, communicable disease or civil unrest prevents the operations of a market, CCCFM will communicate regularly with members and nearby businesses about the status of the market. CCCFM will provide as much notice as possible. If the Market is canceled for any reason, members are prohibited to sell at the site of the Market that has been canceled.
- b. The regular market days and times are scheduled to be as follows:
  - i. Orinda: Saturdays 9am-1pm, January-December
  - ii. Walnut Creek: Sundays 9am-1pm, January-December

### **4. Market Setup and Opening, these rules have been established with your safety and the safety of others in mind. Please ensure that you are familiar with your market's traffic flow and communicate any questions or concerns to your market manager.**

- a. Members and invited participants, must arrive a minimum of one (1) hour, and no more than (3) hours before the published market opening time.

- b. Members and invited participants, may not be in the market area until the road has been closed by the Market Manager.
- c. Off-loading and set up of your market stall must wait until the road has been closed by the Market Manager. This includes drop offs, drop offs must wait until the road is fully closed by the Market Manager, gear and/or products may not be left unattended. CCCFM is not liable for lost, stolen or damaged goods.
- d. Vehicles moving within the market must be driven slowly and **must have their windows down**. Vehicles are not allowed to be moving within the market for 45 minutes prior to the published market opening time.
- e. Vehicles may not enter the market (1) hour prior to the published market opening time.
- f. Vehicles off loading and parking outside the market, must be out of the market by 45 minutes prior to the published market time.
- g. Vehicles that will stay in the market, must be parked and turned off by 45 minutes prior to the published market time.
- h. Members and invited participants, must be fully set up and ready to sell by the published market opening time.
- i. Additional guidelines on market stall set up can be found below in the Specifics For All Members section

## 5. Off/On Loading

- a. Members, and invited participants who drop-off or off-load and park their vehicle away from the actual market must adhere to the following:
  - i. All off/onloading must be done after the road has been closed by the market manager
  - ii. Arrive at the assigned stall, park your vehicle as far from the center of the roadway as possible to allow passage of other Producers.
  - iii. Do not block crosswalks, sidewalks or EMS access points, and do not move any road closure signage/cones
  - iv. Immediately unload all gear and/or products. Do not begin to set up your stall while off-loading.
  - v. Park in designated parking only, do not park in neighboring business lots, loading docs/zones or other private property areas without specific permission.
  - vi. Park your vehicle and return to set up your stall.
  - vii. Completely tear-down before bringing your vehicle into the market area to reload.

## 6. Late Arrivals

- a. Members and invited participants, that arrive after the published market opening time, may be turned away, based on the discretion of the Market Manager

## 7. Early Departures

- a. Members and invited participants, may not pack up during market hours. If a member sells out of product prior to market close, they are still expected to continue to have their tent(s) fully set up until market close.
- b. Members and invited participants, may not leave a market for any reason except in the case of an emergency; if done so, reasonable effort must be made to notify the Market Manager.

## 8. Market Close and Clean up

- a. Sales shall end and clean-up shall begin at the official closing time; you may not serve customers after 1:00pm.
- b. Members selling after 1pm may be cited for a rule infraction and a fine may result.
  - i. \*This is a safety issue so it will be strictly enforced.
  - ii. Customers need time to clear the market. If you continue to sell, they stay. We need your help to clear customers quickly, please direct them to walk on the sidewalk not in the street. Customers with complaints may be directed to the Information Booth.
- c. After 1:20pm, slowly and with caution, vehicles parked in the market may begin to exit and vehicles parked off site may now begin to enter. Vehicles must not be driven faster than 10 miles per hour and windows must be down while moving within the market
  - i. \*Be aware, your Market Manager may delay this time at discretion for safety.
- d. Members and invited participants, must pack up within one hour after the published closing time of the market and must be cleared of the market area completely within one hour and a half after the published closing time.
- e. All gear and/or products must not block any road, sidewalks or driveways, and may not be left unattended. All gear and/or products must be picked up within one hour and a half of the published closing time. Fees will be assessed for late pick ups, see Fee Schedule. CCCFM is not liable for lost, stolen or damaged goods and may relocate any abandoned gear and/or products.

Be patient with CCCFM Staff and your fellow members, safety is the priority and is everyone's responsibility

## Absences

The integrity of each market is maintained by regular participation.

1. Members are required to communicate with the Market Manager as soon as they know they will be absent. Failure to communicate an absence to the Market Manager a minimum of one hour prior to market start time shall deem the absence unexcused and subject to fee equal to the amount of member's regular stall fee.
2. Members are allowed three (3) absences for any reason per their approved annual market season. Notification must still be made to the Market Manager otherwise a "No Call/No Show" fee may be assessed. Excess absences will be charged at the member's regular stall fee rate. Any Member who has excessive absences will be reviewed for continued market participation. \*Artisan vendor types who "pop-in" by date selection do not have three allowable absences, see Artisan Acknowledgment.

## Approved Leave of Absence

1. Should a matter arise that requires a member to be absent from the market for a known amount of time, (whether consecutive or not) he/she may submit in writing a request for a Leave of Absence.
2. An approved Leave of Absence will exempt members from excessive absence fees. It is understood that members will use their allowable absences, if available, before an approved leave of absence should begin.
3. Please Note: CCCFM must maintain a full marketplace in order to cover expenses of operation. Leaves of Absence are considered carefully and only for a limited amount of time.

## Inspections

1. If a member is cited by the Department of Agriculture or the Environmental Health Department, it shall be solely responsible for all fines. Failure to appear for an inspection or infractions that cause re-inspections resulting in fees of any kind, the member shall be responsible for the re-inspection fee.
2. When selling at the markets, the member and the member's products shall comply and abide with the regulations and applicable requirements set by the California Uniform Retail Food Facilities Law, and the California Sherman Food, Drug and Cosmetic Law, which is provided and enforced by the Contra Costa Environmental Health Department.

## Communicating with Management

1. If a Member's schedule is by pre-arrangement/on-call, it is their responsibility to notify the Market Manager of intent to sell. Failure to do so within 12 hours will result in loss of selling privileges for the scheduled market day.



2. Communication with CCCFM is essential, failure of a member to promptly return phone calls, reply to emails, provide paperwork and pay fees is an infraction. If management has not received productive communication from a Producer after 30 days, the Board may initiate the process for terminating membership.

## Market Stall Set Up

### *1. Identification Signs*

- a. Members must display a banner/ sign identifying their name or the name of their establishment and the city or town where production occurs. Other signs posted by members are subject to approval of the Market Manager.

### *2. Stall Shelters, Displays and Customer Flow*

- a. All shades and shelters must be tied down at all times with weights and completely secured or be subject to immediate removal.
- b. All display table frontage must be behind the set line designated by the Market Manager. No boxes or produce displays may extend into the common customer traffic aisle way.
- c. Members who display produce products on a side table must allow at least 24 inches of side aisle in their member's space for customer entry and exit.
- d. Tables and other display fixtures must be sturdy, stable and not overloaded.

### *3. Stall Cleanliness*

- a. All produce and containers of produce must be kept at least 6 inches above the ground
- b. Before any sales transactions are allowed, the Members area must be cleared and cleaned of any produce trimmings or debris of any type.
- c. Absolutely no rubbish of any type will be allowed on the stall grounds, the consumer area directly surrounding the stall. Or in any other contiguous area that could constitute a health or safety issue.
- d. Area in and around a member's stall(s) must be kept in a clean and sanitary condition.
  - i. This includes sweeping and picking-up debris so as not to present a slip/trip hazard periodically throughout the sales day.
- e. Requests for a cleanup will be acted upon in a timely manner. All members shall provide their own cleaning materials and waste receptacles.

### *4. Handwash Stations*

- a. Members who sample must have a handwashing station at their stall. The station needs to have a vessel that allows for continuously flowing water, soap, as well as a bucket with a removable lid to catch the water used while washing hands.

- b. At the end of market day, vendors must take the wastewater back to their place of business (farm, commercial kitchen, etc.) for disposal. Please do not dispose of the water onsite in the landscaping

#### 5. *Bags and Litter*

- a. Members using plastic bags for the convenience of their customers shall ensure that these bags do not litter the market under windy conditions. Single use, T-shirt style plastic bags are banned in accordance with local ordinances.
- b. Members should encourage customers to bring reusable, washable bags.
- c. Before a member may leave the market, both the stall space and the surrounding area must be totally free of any produce and debris.
- d. CCCFM does not provide garbage service to Members. CCCFM garbage cans and recycling cans are provided for customer use only. Speak with the manager, if there is a special need.

#### 6. *Disposal of Trash, Cooking Oil and Wastewater*

- a. All members shall provide their own cleaning materials and waste receptacles. All trash must be removed by members and taken back with them. A fine will be issued for waste left onsite or in public/city/CCCFM owned containers.
- b. All members that are cooking using oil and/or have wastewater must take it off site back to their place of business (farm, commercial kitchen, etc.) for disposal. Under no circumstances can anything be dumped in nearby landscaping.

### Health and Safety

#### 1. Smoking/Vaping/Controlled substances

- a. Members are prohibited from smoking and/or vaping in the market and within 100' of the market area.
- b. The consumption of alcohol or other intoxicating substances is prohibited.

#### 2. IRQ (Ingredients, Responsibility, Quantity) labeling is required where applicable.

#### 3. No live animals, birds or fowl may be kept or allowed within 20 feet of any area where food is stored or held safe.

#### 4. Sampling: the distribution of samples for the public may be allowable and approved by the local health authority.

- a. Members will ensure safe, unadulterated samples that are prepared in compliance with County Environmental Health and/or County Department of Food & Agriculture.
- b. Samples must be kept in approved, clean covered containers and kept so that the public may not freely handle them.
- c. Additional Sampling Guidance for Agricultural Members
  - i. Sampling Setup

1. Any cutting and distribution of produce samples must be done under a tent, canopy, or other overhead covering
  2. A clean and separate preparation/wash station will be used to prepare samples. This station must include at a minimum:
    - a. a separate table
    - b. a washing station as well as adequate potable water to cover the washing of fruit and other produce intended for consumption
    - c. a means of washing utensils including soap and rinse and catch basin (at least 5 gallons)
  3. Cutting surfaces must be smooth, nonabsorbent and easily cleaned.
  4. Members shall wear clean disposable gloves approved for food handlers and changed frequently.
    - a. Money must not be handled by the gloved hand.
  5. Utensils and cutting surfaces must be washed and sanitized (use a chlorine solution of one teaspoon or capful of liquid bleach per gallon of water) so as to be wholesome and safe for consumption and as per established health codes
- ii. Preparation of Samples
1. Samples must be kept in approved, clean covered containers and kept so that the public may not freely handle them.
  2. Keep samples in clean covered containers and unused portions will not be held longer than 2 hours after cutting.
  3. Perishable samples (cut produce, etc.) will be stored and displayed on ice so that the temperature of the product remains at or below 41 degrees F.
    - a. Holding temps will be monitored by the Market Manager.
    - b. All items found to be stored at temps higher than prescribed will be removed and not offered for sale or sample.
  4. Dispose of the pits, peels, food waste and rubbish in leak proof garbage receptacles with close-fitting lids.
- iii. Distribution of Samples
1. Food samples shall be distributed by you and/or your market staff in a sanitary manner.
    - a. Clean disposable gloves must be worn while cutting and passing out samples.

- b. You must provide toothpicks, tongs or other serving devices to distribute samples; include a trash receptacle
  - c. Under no circumstance will customers be allowed to "self-serve samples"
  - d. Under no circumstances will "KNIFE EDGE SAMPLING" be permitted.
- d. Additional Sampling Guidance for Non Agricultural Members
  - i. In order for Non Agricultural Members to provide samples, the following guidelines must be followed:
    - 1. Clean disposable gloves must be worn while passing out samples.
    - 2. Samples are individually pre-packaged at an approved facility OR
    - 3. Samples are dispensed in a manner that would not require hand washing or utensil washing:
      - a. Use of squirt type (ketchup) bottles to sample sauces and spreads in conjunction with sealed bread, breadstick and crackers
      - b. Pouring drink from freshly opened bottles/can into disposable sample containers
  - ii. **Please Note:** Sampling in a manner that requires hand washing or utensil washing, (cutting/preparing samples onsite, etc.) will require a Temporary Food Facility Permit, including a fully enclosed tent as well a full hand wash/sanitation setup per Contra Costa Health department regulations.

## Ethics

- 1. Members shall guarantee their products. They will conduct themselves in a respectable manner and will adopt the policy that the customer is always right when dealing with customer disputes

## Gifts

- 1. CCCFM Staff may accept gifts from members, limited to items on the member's approved product list. Value of any gift should not exceed \$25. Members are never under any obligation to provide gifts to CCCFM staff or volunteers.
- 2. Members shall not offer gifts to CCCFM staff, and CCCFM staff shall not solicit or receive gifts, in order to influence market-related decisions or to secure favor for any reason.

## Selling Practices

### 1. Organics

- a. All products grown, produced, or processed as organic must be labeled according to the requirements of the Organic Food Production Act of 1990.
- b. Organic products must be registered with the California Department of Food and Agriculture. Registration must be prominently displayed.
- c. In addition, products requiring certification by a USDA accredited certification agency must also prominently display the certification seal.
- d. All products being sold as "Organic" must have both a State Registration as well as be certified by a third party organic certifier\*.
- e. Proof of both must be current and on file with CCCFM as well as displayed for inspection at the market booth.
  - i. \*Some exceptions for third party certification exist, check with the Market Manager if you think you qualify.

### 2. Deceptive Pricing

- a. All prices must be clearly and individually posted
- b. Collusion among growers to raise prices, or any attempt to influence increased prices is prohibited. Bargaining by/with the customers is allowable.

### 3. Price Dropping

- a. The price posted in the morning must be the same price as advertised for the entire market day.
- b. Members may negotiate with individual customers but advertising a price drop is prohibited. As in, Members are not allowed to change the price on displayed signs, and Members cannot introduce new signs, displaying a discounted price, part way through the market day.
  - i. This policy allows Members to compete on quality, taste and the relationship built with customers. CCCFM values the hard work Members put into growing and harvesting as well as the effort that customers make to shop early, all customers deserve the same price and Members deserve to set a price that is sustainable. This policy will be enforced onsite, infractions may come with fines and could escalate to suspension of selling privileges if multiple infractions are recorded.

### 4. Merchandise

- a. Logotype merchandise sold for sale (i.e., "swag," such as bags, sweaters, mugs, and the like) are allowable for sale only by Non-Certified Agricultural Producers.
  - i. The Market Manager must approve all items for sale and may limit the amount allowable for sale. All items offered for sale must be approved before being brought

to market, new items must be submitted and wait for approval before being offered for sale.

- b. Other merchandise for the purpose of marketing may be given to customers as "freebies" or "give-a-ways" by both Agricultural and Non-Agricultural Producers.
  - i. The Market Manager must approve all items to be gifted and is free to limit the amount allowable and the timeframe allowable for such a promotion.
  - ii. The Market Manager must approve all items for sale and may limit the amount allowable for sale. All items offered for sale must be approved before being brought to market, new items must be submitted and wait for approval before being offered for sale.

### Specifics for Agricultural Producers-Type Members

A Certified Producer is a grower/farmer who is authorized by the County Agricultural Commissioner to sell directly to consumers at a Certified Farmers' Market. These products must have been produced by the farmer, by the practice of agricultural arts upon land, which the certified Producer farms and controls, through ownership, rents, lease or is sharecropping.

Some regulations are listed here, for the complete California Code of Regulations as they pertain to Direct Marketing, click here (CCCFM is not responsible for the content or accuracy of the information on this site): [California Code of Regulations](#)

1. Certified Producer Certificate (CPC) Certified Producers shall obtain, possess, and display a current and valid embossed Agriculture Certificate (CPC) signed or countersigned for use in Contra Costa County prior to selling certifiable agricultural commodities.
2. Scales used shall be approved, tested and sealed by the County Agricultural Commissioner, Sealer of Weights and Measures. Proof of scale inspection within the last year must be on file in the Certified Producer's online account.
3. Second Certificates, A Certified Producer may ask to act for up to two fellow Certified Producers with approval.
  - a. The secondary certificate cannot account for more than the volume offered for sale under the primary (first) certificate. The volume shall be measured by the weight or dollar value of the products at the time of point of sale.
  - b. The secondary certificate holder must be an approved Producer of CCCFM and pay the annual membership fee.
  - c. The secondary certificate holder must pay the \$2 CDFA fee weekly.

- d. No second certificate will be allowed for any item already being grown and sold by a certified member grower unless approved by CCCFM.
  - e. Second Certified commodities shall be separated and identifiable by each Certified Producer's valid certificate at the point of sale.
  - f. Certified organic Producers that also offer conventional products must clearly separate them and label them as such.
  - g. Certified Producer must add the name and certificate number of the second Certified Producer to their primary certificate and have it endorsed by their county agriculture agent as well as the county they are selling in.
  - h. A separate load sheet must be submitted at the end of the day for each CPC.
  - i. Commissioned sales and/or buying and selling between Certified Producers are prohibited.
  - j. A Certified Producer who sells certified agricultural products on behalf of another Certified Producer or whose products are sold by another Certified Producer at a certified farmers' market shall keep for a period of not less than three years, the following records relating to such products:
    - i. Date and amount of product transferred by variety,
    - ii. as well as date and amount of products sold by variety.
4. Request for verification, Certified Producers shall provide upon request by an enforcing officer or Market Manager, any certificate, documentation, information or identification that may be reasonably required to show that the conditions of the regulations are being met.
5. Inspections/Investigations, a Certified Producer who receives more than one Notice of Non-Compliance from the County or State Agriculture Commissioner for the same commodity within a market season will be reviewed for continued participation.
- a. If a Certified Producer's Certificate is revoked by the County Agriculture Department the Certified Producer becomes ineligible to sell at any CCCFM market.
    - i. In this case, the Certified Producer's selling privileges shall be immediately suspended.
  - b. Certified Producer seeking re-entry into any CCCFM market after a Department of Agriculture investigation may incur charges from CCCFM.
    - i. The costs of an inspection by a designated representative to the farm or other location(s) where products are produced, processed or held shall be paid by the Producer asking for re-entry.
6. Load Lists, all certified agriculture participants shall submit to the Market Manager their Load List prior to leaving each market day.
- a. Load list forms are obtained from the Market Manager.
  - b. All items trucked to market for sale will be listed in type and quantity as listed on CPC.

- i. If a second certificate is being used, a separate Load List must be filled out.
  - c. The grower shall retain a copy of this form for 3 years. The grower is responsible for retaining a copy for him/herself. The Market may discard its copies after 18 months.
- 7. Signage, each Certified Producer selling at a Certified CCCFM Farmers' Market shall conspicuously post a banner stating: Name of Farm or Ranch, DBA, and the statement: "We Grow What We Sell" with county of production origin.
- 8. Value Added Products (i.e., jams, sauces, pickled products)
  - a. Must accompany a verifiable listing of the fresh product on the Producer's CPC.
  - b. Must show location and capability of the processing or, if processing is done by a second party; the method used to ensure that the processed product returned is the original source product submitted by the Producer for processing.
  - c. Documents such as; receipts, volume data, and letters verifying the method may be requested or required alongside a State Processed Food Registration.
- 9. False, deceptive or misleading marketing is unlawful (From AB 1871). False, deceptive or misleading marketing may be classified as a misdemeanor and punishable by imprisonment or fine by local authorities.
  - a. It is unlawful for any person or entity, or employee or agent of that person or entity, to make any statement, representation, or assertion orally, by public statement, advertisement, signage, or by any means that relates to the sale or availability of agricultural products that is false, deceptive, or misleading regarding any of the following:
    - i. The area of production of the agricultural product.
    - ii. The identity of the producer of the agricultural product.
    - iii. The manner and method of production of the agricultural product.

### Specifics For Non-Certifiable Agricultural Products

- a. Products such as meat, cheese and dairy may be approved. Federal, State and local County regulations must be met and proof provided to CCCFM.
- b. Raw Sheared Wool may be allowable (as identified by the recently passed AB 2324).

### Specifics for Non-agricultural type Members

#### Non-Agricultural Products

- a. Must be produced and stored in an approved facility (may include permitted: Commercial Kitchens, Cottage Food Operations and Commissaries). CCCFM may visit your kitchen and/or inquire about your processes and procedures.



- b. Must be transported in a way that ensures health and safety.
- c. Must be kept at compliant holding temperatures and comply with health and safety code at all times.
- d. Products containing additives (such as MSG) may not be approved.
- e. May require a Processed Food Registration.
- f. CCCFM may require that all or a portion of raw ingredients to produce the non-agricultural item be sourced from a fellow CCCFM Producer, with documentation of purchase.

### Specifics for Temporary Food Facilities

The Contra Costa Environmental Health Department (CCEHD) requires market operators (CCCFM) to pull a Temporary Food Facilities (TFF) Permit for any vendor who is cooking and/or open sampling at the market. Producers requiring this permit are billed \$185.00 quarterly, which includes a small processing fee assessed by CCCFM. Click here to access the permit application which includes important information about your required booth set-up:

<https://www.cchealth.org/home/showpublisheddocument/5691/638255525852700000>

**Please Note:** If you are a veteran, you may be exempt from this permit fee. If you think you are eligible, please notify our office and send CCCFM a copy of your DD214.

### Schedule of Contra Costa Environmental Health Temporary Food Facilities Permit Fees

Quarter	Permit Dates	Date Fee Due
1 <sup>st</sup>	March 1 - May 31	February 10
2 <sup>nd</sup>	June 1 - August 31	May 13
3 <sup>rd</sup>	September 1 - November 30	August 13
4 <sup>th</sup>	December 1 - February 28	November 12

Contra Costa Environmental Health requires CCCFM to pull this permit two weeks prior to the previous quarters' expiration. If you fail to turn in required paperwork and/or pay the permit fee on time, CCCFM has no responsibility to pull a permit for you. YOU MAY NOT OPERATE WITHOUT THIS PERMIT. The Producer will be responsible for late fees assessed by the Contra Costa Environmental Health at their current rate. In addition, a \$50 late fee may be charged by CCCFM to pull a late permit.

The quarters are fixed. Contra Costa Environmental Health will not prorate the amount even if a seasonal market was not open during part of the fixed quarter or ends before the quarter.

### Violations, Sanctions and Appeal Process

Violations of Applicable Law, these rules, policies, or non-cooperation may result in any of the following disciplinary steps being issued by the Market Manager or Executive Director. Severity of the sanctions will be dependent upon the nature and intent of the offense and may not necessarily follow the order below.

- An oral warning
  - A written notice (a fine may or may not be assessed)
  - Suspension of selling privileges at one or more of the CCCFM markets
  - Termination of selling privileges at one or more of the CCCFM markets
1. The severity of any sanction, fine, and/or discipline shall be directly related to the gravity or repetition of the violation. Fines shall be a minimum of \$50. CCCFM reserves the right to issue greater fines in serious cases, including but not limited to egregious or intentional violations that cause significant disruption to other market participants or customers, interferes with CCCFM staff, endangers the public safety or welfare, or may bring disrepute to the market.
  2. Reasonable warning and notice of consequential action to the disciplinary action shall be given.
  3. The Market Manager and Executive Director are authorized to enforce and issue warnings, notices, and sanctions for violations.
  4. Sanctions may include loss of selling privileges.
  5. An infraction at one CCCFM market may affect all CCCFM markets in which the members participate.
  6. Appeal Process
    - a. Market Manager issued fines, suspensions or other sanctions may be appealed to the Executive Director, in writing, within 30 days of the violation notice. Late appeals will not be considered.
    - b. Executive Director issued fines, suspensions or other sanctions may be appealed to the CCCFM Board, in writing, within 30 days of the violation notice. Late appeals will not be considered.
    - c. Timely appeals shall be limited to the sanction and shall not include a debate of the validity or interpretation of the rules or Applicable Law.
    - d. Sanctions upheld by the Executive Director may be appealed to the CCCFM Board of Directors, in writing, within 30 days of the Executive Director's determination.

- e. CCCFM Board of Directors will review appeals during the next regularly scheduled meeting of the Board. The Board shall uphold the Executive Director's decision if it is supported by a preponderance of the evidence presented.
- f. Suspensions shall remain in effect pending review of appeal. If suspension is overturned, member may return to the market; however, CCCFM shall not be responsible for any member's revenue lost during suspension, or any other consequence to members of any sanctions.
- g. The decision of the CCCFM Board of Directors shall be final.

### **The Board of Directors**

The Board of Directors of CCCFM Inc. shall consist of a minimum of three volunteers. A two-thirds (2/3) participation of the Board of Directors shall constitute a quorum for the conduct of business. A vacancy on the Board shall be filled by the remaining Board of Directors.

- 1. Market Representation
  - a. Only the Board, and those individuals approved by the Board may speak publicly on behalf of CCCFM or its Markets.
- 2. Market Operations
  - a. Day to day market issues are handled through the Market Manager or Executive Director. Complaints with overarching impact, policy problems, and major disputes only should be addressed in writing and presented to the Board at regular Board meetings.
- 3. Rule Changes
  - a. New rules governing the markets may be adopted by the Board in its discretion at any time without notice or approval of the members, as allowed in the CCCFM Bylaws. Written changes will be made available on the [www.cccfm.org](http://www.cccfm.org) website.

# **Market Safety Program and Acknowledgment**

## **for CCCFM Farmers' Markets**

Please print this page for your employees to read and sign. You are responsible for ensuring they are aware of the CCCFM rules and regulations.

The following safety program is required for all members participating in the CCCFM sponsored markets. These safety practices are specified by our insurance carrier and have been officially adopted by the Board. The Market Manager is charged with enforcing safety rules.

Each Producer must read the following rules, and share them with their employees and acknowledge their agreement by electronically "signing" during their online application process.

1. Please educate all members of your staff who are selling your product about your product, the proper sampling procedure, the correct set up- your certificates posted, the arrival time, the departure time, the late fees, the cancellation procedure, the no show fees and safety issues.
2. Please post your farm or business banner on your canopy every week at each market site.
3. Post clearly written product names and price lists for all items that are for sale.
4. Product arrangements shall be stable and secure. Display tables shall not be overloaded, please secure the display table legs or table supports, they must be strong and secure.
5. Make sure your canopies, umbrellas, and other shades are anchored to the ground, weighed down, and secured against the wind. Tarps must be securely fastened at all times during the market.
6. All canopy supports must be securely in place and anchored with weights. They must be put up and taken down with care so as not to injure others. It is your responsibility to bring what you will need and provide your employees with the proper supplies.
7. Overhead signs perpendicular to the walkway, other than unframed fabric signs, are prohibited. Use only canvas signs please. The manager may allow additional directional signage away from the seller's stall, providing that it is not a safety hazard.
8. All growers/vendors and their employees are not to smoke in the market.
9. Eating is not allowed at the sales table to ensure no contamination of the product being sold.
10. Noise producing equipment, e.g., generators, music sound systems, etc. should be placed and/or modulated in such a way so as to take other growers/vendors, their employees, as well as customers into consideration.
11. All garbage generated at your stall must be taken back with you.

12. Members' children are welcome to participate in the market, however, they must remain under the direct supervision of their parent or guardian at all times and not be allowed to run free at any time.
13. If you are cooking or warming, bring a current and working fire extinguisher with you to the market each week.
14. Noise, Disturbance and Intrusion; no radios are allowed to be played during market hours. No loud shouting to promote the product is allowed; all product promotion must occur within the space assigned to the member and not in any common area. Disruptive activity and action in the market is prohibited.
15. Attire; members and all of their representatives and employees must wear closed-toe shoes, and clothing appropriate for the weather and the outdoor venue..
16. Conduct
  - a. All members shall refrain from making any statement or taking any action that is offensive, abusive, or otherwise inappropriate to a customer, Executive Director, Market Manager, market staff person, attending producer, sponsor, or any official from a city, county or state agency conducting business within the market area, as determined by the Executive Director or Market Manager. All such conduct will be considered a violation of these rules.
  - b. A member is responsible for the actions, including maintaining acceptable Producer-customer relations, of its representatives, employees, and anyone at their stall.
  - c. Unreasonable or outrageous conduct considered detrimental or prejudicial to the purposes and interests of the market is in violation of these Rules and Regulations.

All members and their employees who participate in the Contra Costa Certified-sponsored Farmers' Markets represent that they have these rules and agree to the terms and agree to abide by the governing rules. All principals are responsible for making their employees aware of all of the governing rules. No exceptions. The governing rules are found under "Join the Market" on CCCFM's website.

## **Air Quality Addendum**

Please read the following carefully and share with your staff, we recommend printing and saving it for future reference. Closing a market is never an easy choice and is only done with absolute necessity to ensure the safety of members, customers and staff. **The Market's best practice will be to close a market in the event of "Very Unhealthy" air quality in the Air Quality Index (as shown in purple or from 201-300 in the adjacent table).** Within 24 hours of the market, should air quality be reported as color purple or higher AQI: Very Unhealthy (201+) the market shall announce closure.

Air Quality Index - Particulate Matter	
301 – 500	Hazardous
201 – 300	Very Unhealthy
151 – 200	Unhealthy
101 – 150	Unhealthy for Sensitive Groups
51 – 100	Moderate
0 – 50	Good

All efforts will be made to contact members ahead of time as staff will not be sent to redirect onsite. Communications will be sent via email, text and/or phone call to the best of market staff's ability. Under orange conditions, member attendance will be optional, meaning a missed market day shall not be counted against allowed absences. If the market is closed, you may not arrive onsite to try and sell on your own, doing so puts you and the public at risk. If for some reason you miss the closure communication you are to leave the site immediately upon observing market staff is not present.

Poor air quality caused by any source is an ever changing situation and is not reliably predictable. Should the air quality conditions escalate during a market day, the Executive Director and/or the Market Manager may close the market onsite as needed for safety.

CCCFM acknowledges that a missed market day results in real loss of income for both members and the market. This will again only be done when it is unhealthy to operate. The market is a diverse marketplace with many members having different needs, 24 hours may not be enough time for you to de-mobilize for market, i.e. you may have already picked and packed and/or be headed to the Bay Area. We recommend you monitor conditions yourself and make a determination earlier if needed in order to minimize loss of product.

### **Things you can do to prepare:**

- Ensure your contact information is up to date! Don't wait, check your member account now and ensure the market has your current phone number and email address.
- Sign up for our member text alerts. We only text you when urgent communication is necessary, be sure your staff are signed up as well.

- Monitor the air quality in the Bay Area and plan accordingly this is the site we use:  
<https://airnow.gov/>
- Develop your own safety plan with your staff, if you need ideas or help let us know.

\*We suggest you stock up on N95 masks throughout the year and make these readily available to yourself and staff. These may be extremely difficult to source due to the ongoing pandemic. Cloth and surgical masks do not provide adequate protection from particulates in the air due to wildfire smoke.

Safety is our priority and it's a responsibility we all share. Thank you for your support!

## Artisan Vendor Date Request & Approval Process Acknowledgement

As an Artisan Vendor, your participation in the market requires you to adhere to the Governing Rules linked on the CCCFM website as well as mentioned in the application you completed. In addition to the Governing Rules, as your participation is a bit unique under this program, please read and note your agreement to the terms listed below:

Market space allocated to Artisan Vendors is limited in the market each week, and is assigned to Artisans by CCCFM, based on availability.

Stall Assignments (ie: booth location) may change week to week, based on space availability.

Only members of CCCFM may sell at a CCCFM organized market, as such, Artisan Vendors are subject to the annual membership fee (\$200 in 2024).

CCCFM relies on stall reservations to cover its operational costs. Artisan Vendors are responsible for the stall fee (\$55 in Orinda / \$60 in VVC in 2024) for each of the dates that the vendor has selected and has been approved. This is true even if the Artisan Vendor is unable to attend on that approved date.

If an Artisan Vendor is no longer able to attend the market on an approved date, the Artisan Vendor is responsible for the stall fee and will be charged for the stall fee on the market date, even if the Artisan Vendor requests a withdrawal for the approved date in Manage My Market.

As Artisan Vendors can choose their market participation dates, and are not bound by a weekly commitment, Artisan Vendors are not allotted excused absences from the market and are exempt from the three allowable outs as outlined for other vendor types in the Governing Rules.

Artisan Vendors may request additional market dates throughout the season. Additional date requests will be reviewed and approved by CCCFM, based on space availability.