



Heart of the City Farmers' Market 2011 STALL DAY USE APPLICATION

Farm/Business Name:	<input type="checkbox"/> Day Phone: <input type="checkbox"/> Evening Phone: <input type="checkbox"/> Cell Phone: <input type="checkbox"/> Fax:
Owner Name:	<i>Please provide all numbers above and check the box of the best phone number to reach you.</i>
Mailing Address:	Email Address:
	Website:
Type of products you will sell:	Will you be selling any processed or hot foods? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>If so, attach a copy of your licenses/health permit(s).</i>
Producer Certification Number <i>(Required for certified producers only):</i> Expiration Date: <i>Attach a copy of your Certified Producer Certificate.</i>	Will you be selling any organic foods? <input type="checkbox"/> No <input type="checkbox"/> Yes <i>If so, attach copies of your State and certification organization certificates.</i>

I request that Heart of the City Farmers' Market allow my farm/business to sell at the market when a stall space becomes available. I understand this does not guarantee me a reserved stall space on an ongoing basis, but that I will have priority status on the waiting list to be granted a stall reservation in the future as space becomes available. I understand my eligibility depends on the similarity of the products I sell compared to products already available at the market and priority will be given to vendors who provide unique products.

I have met all conditions below (please check to confirm that you have met them.)

- I have read and agree to operate according to the Heart of the City Farmers' Market Rules & Regulations.
- I have read, understand, and signed the Participation Agreement.
- I have read, understand, and signed the Heart of the City Farmers' Market Anti-Discrimination Policy.
- I am including proof of current commercial liability insurance and proof of current auto insurance. I understand that prior to selling, I must list the market as co-insured on my commercial liability policy.
- I am including a copy of my Certified Producer Certificate. If I will sell organic food, I have also attached copies of the required State and certification organization certificates. *If you are not a certified producer, leave this box unchecked.*
- If I will be selling processed or prepared foods, I am including a copy of all required licenses and health permits. I hereby confirm I have met all requirements to sell at a farmers market in San Francisco and understand it is my responsibility to know and meet all requirements for my specific business. *If you do not sell processed or hot foods, leave this box unchecked.*

Authorized Signature

Date

Heart of the City Farmers' Market
ADDITIONAL APPLICATION QUESTIONS

1. Farm/Business Location: _____ Acreage: _____
 - a. If you are a certified producer, please circle one: Leased/Owned *If leased, please attach a copy of your lease.*

2. Describe the history, character, and philosophy of your farm/business:

3. To help us better understand your interest, answer the questions below. Please understand this does not guarantee availability.
 - a. What days do you hope to attend the market? Circle one or both: Wednesday / Sunday
 - b. What size stall are you requesting? *Note that you must provide overhead covering for the entire selling area. If you provide hot or processed food, you must also cover your storage area.*
Circle one: Half Stall (5'x10') / One Stall (10'x10') / Two Stalls (10'x20') / Larger
Please explain:

 - c. Do you plan to attend during every month of the year? Circle one: Yes / No *If no, please describe your ideal selling situation below.*

4. Please list every product you plan to sell at the market and the approximately timeline of availability for each product. Use the back of this sheet if necessary.

Heart of City Farmers' Market PARTICIPATION AGREEMENT

I hereby acknowledge receipt of and agree to abide by the Heart of the City Farmers' Market Rules and Regulations. If I am accepted as a vendor at the market, my stall fee will be \$30 per 10'x10' selling area if I am a certified producer and \$43 per 10'x10' selling area if I sell meats, cheeses, or prepared or hot foods.

I hereby agree and understand that the participation of my farm/business will be based upon the following factors: reliable attendance, cooperation with the Market Manager, quality of products sold, submission of completed load lists, submission of current proof of insurance, submission and daily posting of current certification, licenses, or permits, adherence to market rules and regulations, and adherence to California Direct Marketing Regulations.

I hereby agree, as a vendor at Heart of the City Farmers' Market, to indemnify, defend, and hold Heart of the City Farmers Market ("HOCFM") and its Board of Directors, officers, members, employees, and agents harmless from and against any and all liability, claims, damages, suits, actions, causes of actions, judgments, penalties, fines, costs and expenses (including attorney's fees) arising from my or my farm/business's participation in HOCFM. Said indemnification and defense shall include, but not be limited to, any cause related to bodily injury, personal injury, property damage, defamation, or violation of any Federal, State or municipal law or ordinance (including but not limited to civil rights and health and safety related laws or ordinances) or any other cause naming HOCFM or any of its Board of Directors, officers, members, employees, or agents, or in connection with the activities of HOCFM, its Board of Directors, officers, members, employees, or agents, or on account of the performance or character of the work.

All HOCFM Vendors shall maintain commercial liability insurance policies expressly naming HOCFM and its Board of Directors, officers, members, employees, and agents as additional insureds, with policy limits of at least \$1 million. All HOCFM vendors shall maintain current auto insurance policies. Proof of current auto and commercial liability insurance (i.e. proof that premium payments have been made) must be furnished on an annual basis. This requirement to maintain insurance is in addition to, and not a substitute for, producer's explicit agreement to hold HOCFM harmless, as set forth above .

I hereby declare that I have the authority to sign this acknowledgment/agreement as the representative of the participating farm/business. By signing this acknowledgment/agreement, I acknowledge that a representative of HOCFM is hereby given permission to visit the location(s) where my products are produced and/or stored to verify compliance with the Heart of the City Farmers' Market Rules and Regulations and the State of California's regulations.

Signature

Date

Print Name

Farm/Business Name



Heart of the City Farmers' Market ANTI-DISCRIMINATION POLICY

Heart of the City Farmers Market ("HOCFM") prohibits discrimination against any applicant for employment, employee, vendor, producer, patron, customer, or member of the public, based on actual or perceived race, religion, creed, color, national origin or ancestry, place of birth, sex (including pregnancy, childbirth, or related medical conditions), disability, medical condition, marital status, age, sexual orientation, gender identity, AIDS or HIV status, height, weight, veteran status, active or reserve military status, parental status, or any other basis protected by federal, state, or local law or ordinance or regulation. All such discrimination is unlawful.

Vendors shall not engage in any unlawful discrimination, and, in particular, shall not discriminate against any applicant for employment, employee, producer, vendor, patron, customer, or member of the public, based on actual or perceived race, religion, creed, color, national origin or ancestry, place of birth, sex (including pregnancy, childbirth or related medical conditions), disability, medical condition, marital status, age, sexual orientation, gender identity, AIDS or HIV status, height, weight, veteran status, active or reserve military status, parental status, or any other basis protected by federal, state, or local law or ordinance or regulation.

Unlawful discrimination includes failure or refusal to hire, discharge, or treatment of an applicant for employment or an employee less favorably than others with respect to compensation, promotions, or other terms, conditions or privileges of employment because of any of the factors listed above. Harassment that is based on any of the factors listed above and is sufficiently severe or pervasive to alter the conditions of employment may constitute unlawful discrimination. Unlawful discrimination also includes denial, directly or indirectly, any person, including customers, patrons, and members of the public, the full and equal enjoyment of the goods, services, facilities, privileges, advantages, and accommodations of HOCFM or any stall or producer, or to boycott, blacklist, surcharge, or refuse to buy from, contract with, sell to, or trade with any person because of any of the factors listed above.

Prohibited unlawful discrimination may also include the following behavior, depending on the circumstances:

- Verbal conduct such as epithets, slurs, derogatory jokes or comments, or unwanted sexual advances, invitations, or comments because of or relating to any of the factors listed above;
- Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings, or gestures because of or relating to any of the factors listed above;
- Physical conduct such as assault, unwanted touching, blocking normal movement because of or relating to any of the factors listed above;
- Threats and demands to submit to sexual requests as conditions of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for having reported or threatened to report discrimination or harassment.

By signing below, I hereby acknowledge receipt of and agree to abide by Heart of the City Farmers' Market's Anti-Discrimination Policy.

Signature

Date

Print Name

5/11/11





Heart of the City Farmers' Market
RULES AND REGULATIONS – *Keep these for your records.*

REQUIREMENTS TO SELL

1. All Heart of the City Farmers' Market (HOCFM) vendors must complete a Stall Reservation Application (or Day Use Application) and sign the HOCFM Participation Agreement and Anti-Discrimination Policy prior to selling.
2. Certifiable producers must hold a Certified Producers Certificate issued by the county of the origin of your produce that must be signed by the commissioner in the county you grow your product in. If you farm in more than one county, you must be certified in each county where you produce certifiable agriculture products for sale. An embossed photocopy of your producer's certificate must be displayed conspicuously at your stand at all times during every market day. You may only sell what is listed on your Certified Producers Certificate. If you are selling for another grower you both must be listed on each other's certificate.
3. Only certified producers, immediate family members or salaried employees of that vendor may carry a certified producer's certificate to sell at this market. All employees of the certified producer must either have the certified producer come to the market once a year or have the certified producer send an original notarized letter each year. This must happen at the same time a new certificate is issued.
4. You may sell for one other grower if:
 - a. More than 50% of the items you bring to sell each market day are your own products.
 - b. You have the certificate with you.
 - c. You pay \$10 dollars for that certificate on each market day.
 - d. You keep that same certificate the whole year.
 - e. A certified producer shall not represent, nor be represented by more than two other certified producers in a 12-month period.
 - f. The items sold on a second certificate should be kept separate (for purposes of identification) from the items sold on the primary certificate.
5. Any vendor selling organic products shall conspicuously post a photocopy of the current State of California organic registration and documentation of certification from a certification agency and provide updated copies of this documentation for the market's records on a consistent basis. The same is the case for certified producers selling organic products for another grower with a second certificate.
6. All HOCFM Vendors shall maintain commercial liability insurance policies expressly naming HOCFM and its Board of Directors, officers, members, employees, and agents as additional insureds, with policy limits of at least \$1 million. All HOCFM vendors shall maintain current auto insurance policies. Proof of current auto and commercial liability insurance (i.e. proof that premium payments have been made) must be furnished on an annual basis. This requirement to maintain insurance is in addition to, and not a substitute for, producer's explicit agreement to hold HOCFM harmless, as set forth in rule #39 below.
7. It is the vendor's responsibility to know and comply with all applicable regulations for the foods and

products they sell, including obtaining all necessary certificates, permits, and licenses, posting conspicuously each market day as required, and renewing on a timely basis. If the market is fined for a vendor's non-compliance, the vendor is responsible for reimbursing the market for any fees incurred by their failure to follow required regulations and their eligibility for continued participation will be reviewed by the Board of Directors.

8. All eligible vendors must accept forms of payment provided by participants of federal, state, or local food assistance programs, including food stamps, WIC Farmers' Market Nutrition Programs, and Senior Farmers' Market Nutrition Programs. Such forms of payment include coupons, vouchers, and \$1 tokens provided by market management to customers who use their EBT cards.
9. Plant sellers must submit to the Market Manager a letter of intent stating who they are, a complete list of what they want to sell and copies of their sales tax permit and license before becoming vendors.
10. Fish sellers must submit a letter of intent stating who they are and a complete list of what they want to sell prior to becoming vendors. The sales of fish shall be limited to whole fish or fish filleted on the premises with properly sanitized utensils. Fish sellers are required to have and display a commercial fisherman's license. It is the fish seller's responsibility to ensure they follow a separate list of rules specifically for fish selling developed by the Department of Fish and Game.
11. A representative of the market may, by appointment, visit the farm and other locations as necessary to verify compliance with HOCFM Rules and Regulations.
12. If a farmer leases rather than owns the land on which he or she produces, a copy of the lease agreement must be provided to market management.
13. Before approving any new vendors, Market Management will consult with and get input from existing vendors who sell items that are similar to the ones that will be sold by the new vendor being considered for a permanent space at the market. Uniqueness of products that will be sold will be considered before approving any new vendor for a permanent place at the market to maintain a diverse selection of products at the market.

MARKET DAY RULES

14. The market will be officially open from 7 AM to 5 PM on Sunday and 7 AM to 5:30 PM on Wednesdays. There will be no selling after 5 PM on Sunday and 5:30 PM on Wednesday and vendors must vacate the UN Plaza prior to 6 PM on Sunday and 6:30 PM on Wednesday.
15. Prices and names of items for sale must be clearly posted.
16. Pre-packed items must be labeled with vendor name, address, and zip code of the producer, the product name and the net quantity or weight of the product.
17. Resale of any commodities is strictly forbidden and will be confiscated and donated to charity. Commission sales and buying and selling between certified producers is prohibited.
18. Certified producers must fill out an itemized list of all products sold each time they attend a Market Day and return it to the Market Van prior to departure. This "load list" must include:

- a. The certified producer's business name.
 - b. A list of every product sold at the market on that day. Please confirm that each product name is written exactly as it is listed on the producer's certificate.
 - c. The estimated quantity of each product sold on that market day.
19. Quality is most important to keep the Heart of the City Farmers Market at its best and it is required that all growers comply with the regulations of the California Code of Regulations, Title 3, Division 3, Chapter 1, Subchapter 4, beginning with section 1359 governing maturity and quality. The quality represented must be an average of that found in the field or better. All products must also comply with California Uniform Retail Food Facilities Law and California Health and Safety Code.
20. Collusion among growers to raise prices or to exert any influence, pressure or persuasion to force a grower to raise prices is strictly forbidden.
21. Scales must have a current seal from the Department of Weight and Measures that is updated each year.
22. All vendors are required to have awnings or overhead protection to cover the entire stall space and all the products for sale. The stand must be securely tied down or weighted to prevent movement and must not create a safety hazard for market patrons, including trip hazards and sharp edges.
23. All food shall be stored at least six inches off the ground.
24. If you offer food samples, the following sanitary measures must be taken according to Cal. Health and Safety Code Section 114371 (b) and San Francisco Department of Public Health guidelines:
- a. Samples shall be kept in clean, covered containers.
 - b. All food samples shall be distributed by the producer in a sanitary manner.
 - c. Proper handwashing for providing samples requires that you have the following at your stall:
 1. A five-gallon container of clean potable water with a spigot;
 2. A bucket to collect waste water;
 3. Soap; and
 4. Paper towels.
 - d. Utensils and cutting surfaces shall be smooth, nonabsorbent, and easily cleanable, or single-use articles shall be utilized. Clean, disposable plastic gloves shall be used when cutting food samples.
 - e. Proper washing of utensils requires that you have 3 containers at your stall:
 1. One container for soap and water to wash;
 2. One container for clean water to rinse; and
 3. One container for water and bleach (one capful per each gallon of water) to sanitize.
 - f. Food intended for sampling shall be washed or cleaned of any soil or other material by potable water in order that it is wholesome and safe for consumption.
 - g. Potentially hazardous food samples shall be maintained at or below 45 degrees Fahrenheit and shall be disposed of within two hours after cutting.

25. Egg sellers must keep their eggs out of direct sunlight and all eggs for sale shall be date stamped. Egg

sellers must ensure they meet the requirements of the California Uniform Retail Food Facilities Law.

26. No live animals shall be kept or allowed within 20 feet of any area where food is stored or held for sale, with the exception of guide dogs, signal dogs, or service dogs.
27. There is to be no smoking within the boundaries of the UN Plaza or within 15 feet from any market stall on the perimeter. Under no circumstances will there be any drinking of alcoholic beverages on the UN Plaza.
28. To park on the plaza when space directly behind the selling area is available, vendors must sign and follow the Parking Policy Agreement. See Parking Policy Agreement for specific rules and regulations.
29. Vendors must maintain their stall space (and the immediate area 18 feet out in front of the stall) in a clean and sanitary condition. When vendors leave, they must take all produce, equipment, wrappings, trimmings, containers and all excess garbage with them.

STALL RESERVATIONS AND FEES

30. Stall spaces are 10X10 feet of selling space and vendors may not sell outside of the purchased selling boundaries. The fee per stall space is noted in the vendors' Participation Agreement. Half stall spaces (5'X10') may also be sold.
31. Stall fees are collected by either the Manager, Assistant Manager, or designated person during market hours.
32. The Market Manager reserves the right to refuse selling privileges to any vendor or applicant. Reasons for refusal include, but are not limited to:
 - a. Lack of available space.
 - b. Violation of Market Rules and Code of Conduct.
 - c. Lack of proper certification or licensing.
 - d. Failure to provide identification and/or leases to confirm products are produced by the seller.
 - e. Failure to maintain or failure to provide proof of current liability insurance with Heart of the City Farmers' Market listed as co-insured and current auto insurance.
 - f. Failure to cooperate with Market Management and provide items C-E in a timely manner.
33. By signing a Stall Reservation Application, vendors have agreed (if approved) to have HOCFM reserve a designated stall space and agreed to pay the stall fees for that space unless the market is notified of an absence according to rules #35-38 below.
34. Temporary "Day Use" vendors are subject to all Market Rules and Regulations. Day Use Vendors will be given priority on the Vendor Waiting List for placement as permanent reservation stall spaces become available. Eligibility depends on the similarity of the products sold to products already available at the market and priority will be given to vendors who provide unique products.

CANCELLATION POLICY FOR PLANNED OR EMERGENCY ABSENCES

35. Vendors must call the market office at (415) 558-9455 at least 72 hours before the day of the market for planned/non-emergency missed market days or the vendor will be charged the standard daily fee for their reserved stall space. This means vendors must call prior to 7am on the Thursday before a

Sunday market and prior to 7am the Sunday before a Wednesday market day.

36. Vendors must call the market office at (415) 558-9455 prior to 6 AM on the day of the market for unexpected missed market days due to an emergency (i.e. illness, engine problems, accident) or the vendor will be charged for the standard daily fee for their reserved stall space. Emergency absences will be tracked and reoccurring absences will be reviewed by the Board to determine continued eligibility.
37. Growers must give the market 1 week notice before leaving on a seasonal absence and 1 week notice prior to returning from that absence by calling the market office at (415) 558-9455.
38. All growers must call the market office at (415) 558-9455 at least one week in advance if they are returning to the market after an absence of one month or more. Stall spaces may be reassigned.

HOLD HARMLESS POLICY

39. Vendor shall indemnify, defend, and hold Heart of the City Farmers Market (HOCFM), and its Board of Directors, officers, members, employees, and agents harmless from and against any and all liability, claims, damages, suits, actions, causes of actions, judgments, penalties, fines, costs and expenses (including attorney's fees) arising from the vendor's participation in HOCFM. Said indemnification and defense shall include, but not be limited to, any cause related to bodily injury, personal injury, property damage, defamation, or violation of any Federal, State or municipal law or ordinance (including but not limited to civil rights and health and safety related laws or ordinances) or any other cause naming HOCFM or any of its Board of Directors, officers, members, employees, or agents, or in connection with the activities of HOCFM, its Board of Directors, officers, members, employees, or agents, or on account of the performance or character of the work.

CODE OF CONDUCT

40. Vendors are expected to maintain high standards and honesty and to conduct themselves at all times in a courteous and business-like manner. Rude, abusive or other disruptive conduct will not be tolerated at the market at any time. Vendors agree to treat each other and market staff with respect and consideration. This includes not speaking to each other in a loud tone of voice, name calling, use of profanity or failing to acknowledge verbal or written communications from each other. Vendors will abide by HOCFM's anti-discrimination policy.
41. Vendors are responsible for the behavior of anyone they employ on the plaza. The Market Manager will forward any complaint concerning employees directly to the vendor. The vendor is responsible for ensuring that their employees abide by HOCFM's Code of Conduct rules.
42. Customers are expected to maintain similar standards. Vendors experiencing difficulty with customers in this regard are asked to refer the matter to the Market Manager. Unless there is an immediate threat to persons or property, vendors should not themselves attempt to deal with problem customers or bystanders.

DISCIPLINARY MEASURES AND FINES

43. Vendors that violate these rules and regulations will be subject to disciplinary measures including a verbal or written warning, fines set forth in Rule #44, a time-limited suspension or even expulsion from the market, depending upon the nature and severity of the violation. Expulsion may occur after discussion by the HOCFM Board of Directors depending on the nature of the violation of the market rules and code of conduct and any previous history of disciplinary actions or violations incurred by that vendor.
44. The Market Manager has the right to charge additional fines for the following offenses:
- a. Cancellation Policy Violation (rules #35-38): Including not calling the market office to report a planned absence 72 hours in advance for a reserved stall space or not calling the market office to report an emergency absence prior to 6am on Market Day for a reserved stall space = Stall Fee for Reserved Space.
 - b. Smoking within the boundaries of UN Plaza or within 15 feet of any market stall = \$25.
 - c. Not cleaning up stall space prior to departure and/or 18 feet in front of stall = \$25.
 - d. Extending beyond the 10x10 foot boundary per stall for selling space = ½ Stall Fee.
 - e. Not clearly posting required documentation = \$10.
 - f. Not turning in complete load list on each market day = \$10.
- This list of fines is subject to revision. Repeat offenses will result in disciplinary measures to be determined on a case-by-case basis up to and including expulsion from the market.*
45. Board members are not permitted to mediate between market staff and vendors for any issues that arise on or off the Plaza. Please report grievances directly to the Market Operations Manager, who will help address the issue and report grievances to the Board of Directors if the issue cannot be resolved by market staff.
46. Vendors have the right to file a formal Grievance Form with the Market Operations Manager or make an appeal in writing to the Board of Directors for the next available Board of Director's meeting and be present to formally hear Board input and make any further oral arguments at that time. It is understood that HOCFM Board Meetings take place on a monthly basis and the agenda of the next meeting may not permit discussion of new issues.
47. Heart of the City Farmers' Market, its employees, and Board of Directors will implement and enforce these rules and regulations in a fair and equitable manner.
48. These Market Rules and Regulations are subject to revision as conditions warrant.