2017 Prepared Food Vendor Application

Downtown Hollister Certified Farmers' Market • Operated by Hollister Downtown Association
514 Monterey Street, Hollister, CA 95023 • (831) 636-8406 • Fax (831)636-5909 •
www.downtownhollister.org
Market Manager: Tammy Jackson (408) 804-1234

This is an application to participate in the 2017 season of the Hollister Certified Farmers' Market (Market).

Part 1: Season Information

Length: The 2017 season includes 22 Markets - May 3rd to September 27th
Location: San Benito Street between Fourth and Seventh Streets
Hours: Wednesdays from 3:00 – 7:30 pm (NO EARLY DEPARTURES)

Manager Approval:
Approval Date:
App Rec'd:
Pymt Rec'd:
Amount Rec'd: $

Part 2: General Information

☐ New Applicant ☐ Returning Applicant

Name: (First) _____(Last)_____

Business Type: ☐ Processed Foods ☐ Food Service

Business Name: _____

Mailing Address:_____

City, State, Zip Code:_____

Business Phone: _____ Home/Cell Phone: _____

Fax: _____ Email: _____

Booth Operator's Name:_____Cell Phone: _____

Seller's Permit:_____Driver's License: _____
(Only required if Seller's Permit not needed)

Certified Producer's Number (farmers only) _____ Issuing County _____

Hollister Business License Number _____

Part 3: Application Fee and Deadline

The application fee for 2017 is $40. This fee is waived for Hollister Downtown Association members and non-profit organizations. Application fees are non-refundable and must be included when you submit your application.
Please make checks payable to: Hollister Downtown Association. Priority consideration deadline: April 1, 2017

Part 4: Participant Fees (per stall)

Standard stall space is 10' x 10'. Indicate number of spaces needed: _____

Participant Type	Stall #	Weekly	4 Week Prepayment *(30% discount)*	12 Week Prepayment *(34% discount)*	22 Week Prepayment *(62% discount)*
• Processed Foods • Food Services	1	$45	$126	$357	$616
	2	$55	$220	$660	$1210
	3	$90	$320	$960	$1760
• Food Trucks	2	$55	$220	$660	$1210
• Wine Tasting	1	$45	$162	$459	$792

Will you need access to an electrical outlet? ☐ Yes ☐ No Electrical hook-up is limited to availability. Vendors requiring electricity will be charged a fee of **$50** for the market season. **Please make checks for electricity payable to the City of Hollister.**

Applicants may also request to participate in the Market for only a single day with a $40 Participant Fee. The Application Fee is waived for single-day participants.

☐ I am only interested in participating in the Market for a single day on _____

Part 5: Products You Want to Sell

Please list everything you wish to sell. All products are subject to approval. We may approve all or only some of your products, as set out in the Market Rules and Regulations. Use additional paper as required.

	Products
List all food items to be sold:	
Food preparation process:	
Cooking source: (if applicable)	

Vendor Tent Requirements: Booths using an open flame cooking source in or near the tent structure must use a canopy that meets State Fire Marshall requirements and is made from CPAI-84 specific flame retardant fabric components.

Portable Fire Extinguishers: Fire extinguishers are required as indicated below. These units must have a current California State Fire Marshal tag and be attached in an accessible and visible location, 3-5 feet from the ground.
2A 10B: C (5lbs). for electric and gas food preparation.
K TYPE for deep fat fryer food preparation.

Part 6: Permits, Certificates and Inspections

You must include a copy of each applicable certificate or permit with your application. Applications missing certificates or permits will be delayed until such certificate and/or permits are received. Inspections will be conducted at the beginning of the market season, and as needed for new vendors.

Certificate/Permit/Inspection	Regulatory Authority	Required
Health Permit (fee required) Required for handing out samples and/or selling prepared food products	San Benito County Health Department 111 San Felipe Road, Suite 101, Hollister, CA 95024 (831) 636-4035 | www.sanbenitoco.org	☐ Yes ☐ No
Resale Permit (no fee—register online) Required for selling tangible personal property in California for a temporary period.	California State Board of Equalization 111 E. Navajo Drive, Suite 100, Salinas CA 93906 (831) 443-3003 | www.boe.ca.gov	☐ Yes ☐ No
Hollister Business License ($16 per quarter) Required for delivery of goods or services within the city.	City of Hollister (City Hall) 375 Fifth Street, Hollister, CA 95023 (831) 636-4301 http://hollister.ca.gov/Site/html/gov/office/license.asp	☐ Yes ☐ No
Fire Code Inspection Required for vendors using an open flame for cooking. **Life & Safety Inspection** Required for vendors using electricity for cooking.	Hollister Fire Department 110 Fifth Street, Hollister, CA 95023 (831)636-4325	☐ Yes ☐ No ☐ Yes ☐ No

Part 7: Signature

I certify that all of the above information is accurate and complete to the best of my knowledge. I also certify that I have read and agree to comply with the Hollister Certified Farmers' Market Rules and Regulations (Rules and Regulations). I understand that compliance with the Rules and Regulations is a requirement of continued participation in the Market and that failure to comply may result in disciplinary action, including removal from the Market. I confirm that, if signing on behalf of a corporation, limited liability company, partnership, or other legal entity, the undersigned has the legal capacity and authorization to enter this agreement on behalf of that entity.

The undersigned signed this Application and agreement on _____.

If signing as a sole proprietor:

Signature: _____

Printed name: _____

If signing as a legal entity:

Name of entity: _____

Signature: _____

Printed name and title: _____

FIRE DEPARTMENT

CITY OF HOLLISTER
CALIFORNIA

375 FIFTH STREET
HOLLISTER, CA
95023

Bob Martin Del Campo
FIRE CHIEF

Hot Food Vendor Requirements
Hollister City Fire Department

The use of food booths is regulated by the Fire Department and the Department of Municipal Code Enforcement. These requirements apply to single vendor, freestanding booths. Cooking within tents containing seating is subject to additional requirements. All food vendors are subject to inspection prior to an event. Failure to comply with the following regulations may result in closure of the location.

Flame Retardant Requirements

The sidewalls, drops and tops of tents and canopies shall be of flame resistant material or treated with a flame retardant in an approved manner. A California State Fire Marshal tag shall be permanently fixed to the structure.

Portable Fire Extinguishers

A portable fire extinguisher shall be provided for each food booth. The minimum size for the extinguisher is 2A 10B: C (5 lbs.). If a Deep Fat Fryer is being used, a K TYPE extinguisher shall also be provided. Extinguishers shall have a current California State Fire Marshals tag. The extinguishers shall be attached in an accessible and visible location, between 3 and 5 feet above the ground.

Location

Food booths shall have a clearance of at least 20 feet on two sides. The booth shall not be located within 10 feet of any rides or devices. Cooking that produces sparks or grease-laden vapors shall not be conducted within 10 feet of a structure.

Gas Stoves

All gas stoves, BBQ's and burners shall be listed by either Underwriters Laboratories (UL) or the American Gas Association (AGA).

Deep Fat Fryers

Deep Fat Fryers shall not be used in food vendor tents. If a Deep Fat Fryer is to be used it shall be outside the tent and at least 18 inches from the outside wall of the tent. If a Fryer is used in conjunction with a BBQ, it shall be at least 3 feet away from the BBQ. Deep Fat Fryers also require the addition of a K TYPE fire extinguisher.

HOT FOOD VENDOR REQUIREMENTS

Bar –B –Ques
BBQ's are not permitted within the food booth. Fuel for the BBQ shall be kept at least 10 feet away from the BBQ. BBQ's shall be located at least 10 feet from a structure or combustible materials. BBQ's and other open flame devices, located outside of structures shall be secured from falling and contact by the public.

Fuel
Fuel tanks (LPG) shall be stored outside of the structure. The tanks shall also be located away from public access. The size of the tank shall be limited to 7 gallons, unless otherwise approved. Fuel tanks shall be secured from falling.

Smoking
Smoking is not allowed at any time within the food booth, or within 25 feet of any fuel source.

Generators
Generators shall be located a minimum of 20 feet from tents or canopies. They shall also be isolated from contact with the public by approved means. The refueling of hot generators is not allowed.

A copy of these regulations shall be posted in the structure and signed by the vendor. By signing this form the vendor agrees to comply with these regulations. The signed copy will be available on request for review by the Fire Department.

Should you have any questions, contact: The Fire Marshal at the Hollister Fire Department Prevention Division, (831) 636-4325.

_____ __/__/____

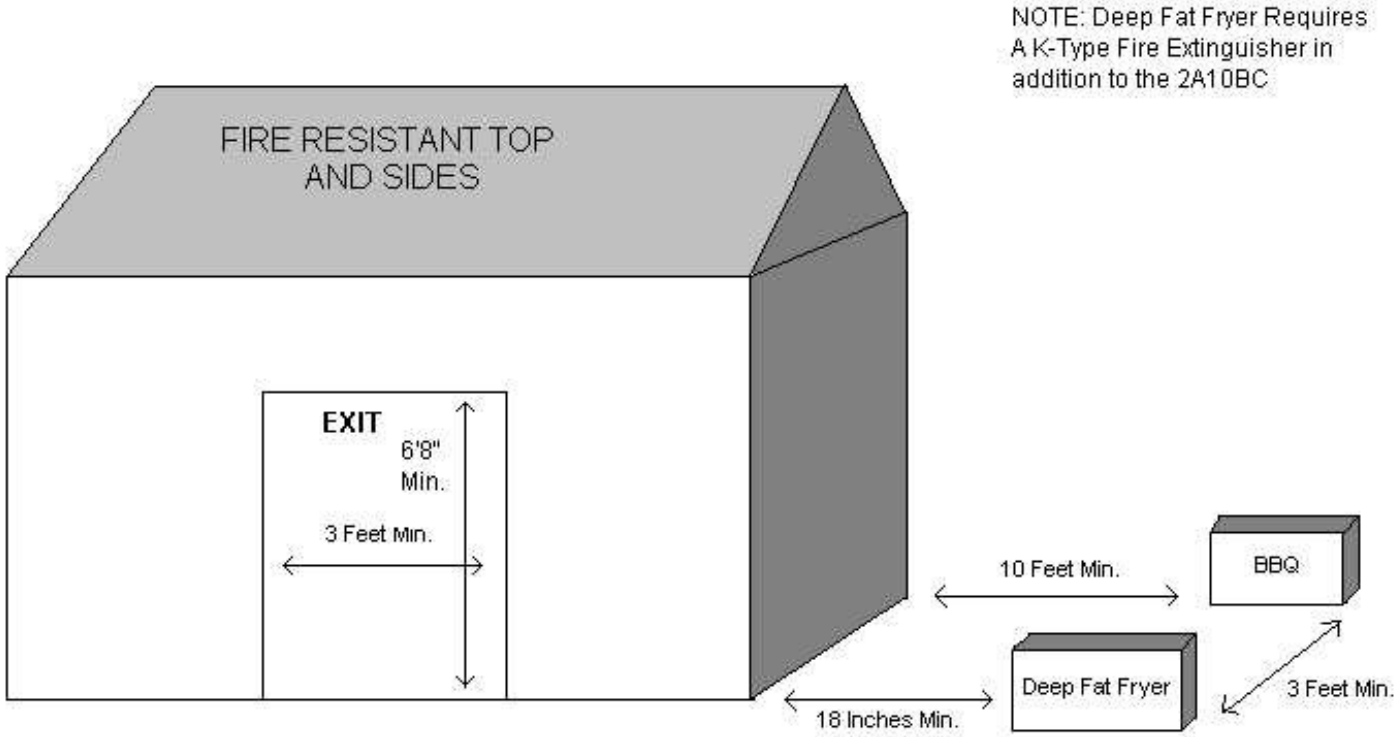
Vendor's signature and date of event

Booth Name: _____

CE#: (___)____-_____

HOT FOOD VENDOR REQUIREMENTS

HOT FOOD VENDOR COOKING BOOTH



THIS SEAL IS TO BE DISPLAYED ON THE BOOTH

Fire Station 1 ● 110 Fifth Street ● Hollister, CA 95023-3926
Headquarters ● (831) 636-4325 FAX (831) 636-4329

Downtown Hollister Certified Farmers' Market
Rules and Regulations

Modified 4 September 2015

1. Introduction

1.1 Mission

The Downtown Hollister Farmers' Market (the "Market") is operated by the Hollister Downtown Association ("HDA"), a non-profit organization dedicated to revitalizing historic downtown Hollister to be the hub of social and economic activity in the community. The Market is designed to encourage community members and visitors alike to experience Downtown Hollister and purchase farm-fresh produce and local products in a fun and safe, family-friendly atmosphere.

1.2 This Document

Under the rules governing California certified farmers' markets ("Direct Marketing Rules"), market operators are required to maintain a set of rules and regulations that govern the market. This document sets out HDA's Rules and Regulations (the "Rules") as adopted by the HDA Board of Directors (the "HDA Board") to govern the operations, administration, and management of the Market.

1.3 Market Manager

The HDA Board has designated a Market Manager to oversee and manage the Market. The Market Manager has complete authority to interpret, apply, and enforce these Rules. The HDA Board and the Market Manager will enforce these Rules and regulations in a fair and equitable manner.
Tammy Jackson, Market Manager 408-804-1234

2. Participation

2.1 Application Requirements

Any person or entity who wants to participate in the Market must submit a signed and completed application to HDA before the deadline stated on the application, including payment of all fees and copies of applicable certificates and permits.

2.2 Application Review

The Market Manager must approve all applicants before they are permitted to participate in the Market. The Market Manager has sole discretion in making admission decisions.

2.3 General Admission Factors

HDA may take multiple factors into consideration in admitting participants including, but not limited to (i) history of successful participation in the Market, including attendance, payment of fees, quality of stall display, adherence to the rules, history of positive consumer interactions, and courteous conduct; (ii) quality and assortment of products; (iii) space availability at the Market; (iv) balance between Certified Farmers and other participants; (v) receipt of application before the Priority Consideration Deadline stated on the application.

2.4 Duration

Participation privileges exist only for the length of the Market season. Participants must re-apply each Market season.

2.5 Products Review

The Market Manager must approve all products and services offered by participants at the Market. The Market Manager may impose restrictions on the products participants may offer to ensure a balance of variety, quantity, and seasonality of products. Requests to sell additional products not listed on the application must be approved by the Market Manager. The Market Manager has sole discretion in making product decisions.

3. Participants

3.1 Certified Farmers

Definition. A Certified Farmer is a person or entity authorized by their county agricultural commissioner to sell certified agricultural products directly to consumers at certified farmers' markets.

Seller. Only the Certified Farmer, a designated family member, or employee is permitted to sell the Certified Farmer's products at the Market.

Products. Certified Farmers must grow all products offered for sale at the Market upon land controlled by the Certified Farmer. Participants are expected to bring their best products to the Market. Processed food items and value-added products (honey, olives, oils, etc.) may not be sold in the portion of the Market designated for Certified Farmers.

3.2 Second Certificate Farmers

Definition. A Second Certificate Farmer is a person or entity that sells certified products on behalf of another certified producer.

Representation. Within a twelve-month period, a certified producer may not be represented by more than two other Certified Farmers, and a Certified Farmer may not represent more than two other certified producers.

Product Identification. Each certified producer's products to be sold, or offered for sale, must be separated and identifiable by each certified producer's valid certificate at the time or point of sale. The valid certificate must include the name of the certified producer and Certified Farmer selling the Second Certificate products.

Product Volume. A Certified Farmer that is selling for another certified producer must be selling, or offering for sale at the Market on the same day, products which the Certified Farmer that is conducting the sales has produced themselves and which are in

greater volume than the volume offered for sale for the other certified producer. Volume is measured by the weight or dollar value of the products at the time or point of sale, and the volume requirement applies only at the beginning of the day of sale.

Authority. A Certified Farmer wishing to sell on behalf of another certified producer must obtain and submit to the relevant county agricultural commissioner, prior to certification, written authority to sell from such other certified producer.

Commission. Commission sales and buying and selling between certified producers are prohibited at the Market. Any payment made for the service of one Certified Farmer selling for another certified producer must not be related to the volume or value of the products sold.

Records. A Certified Farmer selling products at the Market on behalf of another certified producer or whose products are sold by another Certified Farmer at the Market must keep, for a period of not less than three years, the following records relating to such products: (i) the date of transfer of the products to the participant and an accurate accounting of the amount of products by weight, dry measure, or count, with each separate product and amount recorded according to variety; (ii) the date of sale of products and an accurate accounting of the amount of products sold by weight, dry measure, or count, with each separate product and amount recorded according to variety; and (iii) the names of the Certified Farmer and certified producer involved.

Additional Admission Factors. The Market Manager may choose not to approve a Second Certificate crop for any reason, including if it is already being sold at the Market by any other participant, including the primary Certified Farmer.

3.3 Food Service, Artists, Non-profits, and Others

Participation. Participants who are not Certified Farmers or who wish to sell non-certifiable products at the Market may participate in the portion of the Market not designated for Certified Farmers.

Products. All such products must satisfy any applicable laws, including public health, labeling, permitting, and specific requirements relating to processed products. Participants serving food are encouraged to use eco-friendly, biodegradable materials. All items to be sold must be approved by the market manager to ensure appropriate family atmosphere is maintained.

4. Operations

4.1 Role of the Market Manager

The Market Manager's roles include making admissions decisions related to the Market, determining the products that may be sold, overseeing set-up and clean-up, making stall assignments, collecting fees, and handling disagreements. The Market Manager may, at any time with or without notice, inspect stalls and review records for compliance with these Rules.

4.2 Market Hours and Location

Hours and Location. HDA will set the hours and location of the Market for each season, and specify them in each season's application.

Changes in Market Hours. The Market Manager may change or cancel the Market dates and hours, as weather and conditions warrant.

Advance Notice of Absence. Participants must notify the Market Manager at least one day in advance if they will not participate in the Market for a day on which they are assigned. Failure to notify will result in a $25 fine, which must be paid prior to any future participation in the Market.

4.3 Stall Assignments and Fees

Assignment of Stall Space. The Market Manager will make stall assignments. The Market Manager has complete discretion in making all decisions relating to Market layout and stall assignments. Participants may not trade or reassign their stall space without approval from the Market Manager.

Stall Fees. Fees will be specified in each season's application. Unless pre-paid, participants pay fees once a week at each Market day. The Market Manager will collect payment around 3:00 pm. Participants may pay by cash or check (made payable to the Hollister Downtown Association). Participants will pay an additional $25 fee if their check is not honored.

4.4 Arrival/Set-Up Requirements

Arrival Time. Participants must arrive and set up their stalls at least 30 minutes prior to the Market opening. If participants fail to do so, the Market Manager may reassign participants' stall spaces, require participants to off load their products, or prohibit participants from participating in that day's market. Participants may not conduct sales until their stalls are fully set up.

Participant Equipment. Participants must provide their own tables, chairs, tents, and other equipment. Participants must secure and sufficiently weight their tents.

Food Preparation. Food preparation, except sampling and trimming, is prohibited in the portion of the Market designated for Certified Farmers.

Scales. Participants must use approved commercial scales that are certified by the San Benito County Sealer of Weights and Measures for the current year.

Vehicles. Participants may be allowed to park a vehicle in their designated space during the Market with the Market Manager's prior approval. No vehicles are allowed on the lawn at any time.

Electricity. Participants requiring electrical outlets must so indicate in their application. Access to electrical outlets is not guaranteed. If granted, Participant must pay an additional one-time fee to the City of Hollister at the time of admission.

4.5 Cleanup and Exit Requirements

Participant Responsibility. Participants are responsible for removing any trash that accumulates in their area. Participants must bring their own trash receptacles. Use of the Market's trash cans by participants will result in a $100 fine.

Takedown and Exiting. Participants may not begin takedown until the Market's closing time. Participants may not leave due to inclement weather unless directed to by the Market Manager. Participants may not leave early due to lack of business or selling out of products.

Zero Waste. Participants should strive to minimize the amount of waste generated by adhering to the guidelines attached to these Rules or as otherwise provided by HDA.

Property Damage. Participants are responsible for any property damage caused by their equipment or operations.

4.6 Signage and Postings

Certificates. Participants must display required permits, licenses, and certificates, in accordance with state and federal regulations. Certified Farmers must conspicuously display their certified producer certificate. Certifiable agricultural products sold at the Market must be listed on the Certified Farmer's certified producer's certificate.

Organic products. Producers selling organic products must display their registration with the California Department of Food and Agriculture.

Pricing. Growers will set their own prices and they must be clearly marked and posted. Growers may NOT under-value their products at any time. The consequence of behaviors leading to "price wars" and underselling will be expulsion from the Market for the remainder of the market season. This will be at the discretion of the Market Manager.

4.7 WIC Coupons

Certified Farmers may only accept WIC coupons if they obtain a 6-digit WIC ID Number from the State of California Farmers Market Nutrition Program. The Market will not exchange WIC coupons for cash, but will accept WIC coupons for payment of stall fees.

5. Health, Safety, and Conduct

5.1 Clean and Sanitary Stall Space

Participants must display and store all food at least six inches off the ground. Participants must maintain their stall space in a clean, safe, and sanitary manner.

5.2 Food Sampling

Food samples must be prepared and distributed according to Health Department guidelines.

5.3 Animals

No live animals other than service animals are permitted within the boundaries of the Market. Participants are expected to enforce this rule by informing customers that the Market does not allow animals within the Market area.

5.4 Safety

Participants' activities, including operations and vehicle use in the Market, must not endanger consumers or other participants. Participants must comply with the Market Manager's directions in all matters relating to safety.

5.5 Conduct

All participants are expected to behave courteously and be considerate of others participating in the Market. Smoking and drinking alcoholic beverages is not permitted within the market area. Participants are responsible for the actions of their family members and stall help.

5.6 Children

Children of participants under age 10 must be accompanied by an adult at all times while participating in the Market.

5.7 Music and Entertainment

Participants may not provide music or entertainment at their stall unless approved by the Market Manager.

6. Discipline

6.1 Disciplinary Actions

The Market Manager has complete discretion in initiating disciplinary measures, including ordering immediate stall closure, suspension, or termination from the Market. The Market Manager may take disciplinary action against any participant who violates these Rules, and will provide notice of the alleged violation and the proposed penalty.

6.2 Appeals

A participant may appeal a fine, suspension, or termination by submitting a written petition to the HDA Board within two weeks after receiving notification of the disciplinary action. In that petition, the participant must explain the basis for the appeal, the relief requested by the participant, and any proposed undertakings or commitments by the participant relating to the problem that gave rise to the disciplinary action. The HDA Board, which may appoint a committee to review appeals, may uphold,

reverse, or modify fine, suspension, or termination decisions in its sole discretion. The HDA Board will seek to make a decision within 15 business days after receipt of the appeal petition. The HDA Board will notify the participant in writing of its decision regarding the appeal. The decision of the HDA Board will be final and binding.

6.3 No Claims Upon Termination

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

7. General Requirements

7.1 Compliance with Applicable Laws

Each participant, at its expense, must ensure that its operations, including certification, sales, displays, set-up, and clean-up, comply with all Direct Marketing Rules, the California Health and Safety Code, labor, employment, health, safety, weighing and labeling law, and all other laws applicable to the participant's participation in the Market.

7.2 Insurance

Each participant is expected to maintain its own insurance, including automotive liability insurance, and commercial general liability insurance.

7.3 Indemnification

Each participant will defend, indemnify, and hold harmless each of HDA, the City of Hollister and their respective representatives, officers, directors, volunteers, donors, and employees (together, "HDA Parties"), from and against any and all claims, losses, damages, demands, and expenses, including attorneys' fees, that such HDA Party may suffer arising from the participant's participation in the Market or any breach by the participant of its obligations under these Rules or any applicable laws. The participant will have no obligation to indemnify an HDA Party to the extent the liability is caused solely by such HDA Party's gross negligence or willful misconduct.

7.4 Release and Waiver of Liability

Each participant waives and releases any and all claims against each HDA Party for any losses, damages, liabilities, expenses, or attorneys' fees (collectively "Liabilities") arising directly or indirectly from the participant's participation in the Market or any action or omission by such HDA Party, except to the extent such Liability is caused solely by the gross negligence or willful misconduct of such HDA Party.

7.5 Taxes; Relationship

Each participant is solely responsible for all tax returns, disability, unemployment insurance, workers' compensation, and payments required by any federal, state, or local tax authority in connection with its participation in the Market. Each participant is solely responsible for its own disability, unemployment insurance, workers' compensation, and similar arrangements and contributions. Nothing in these Rules creates an employment, partnership, joint venture, fiduciary, or similar relationship between any participant and the HDA.

7.6 Third Party Beneficiaries

These Rules are for the exclusive benefit of the HDA, HDA Parties, and participants and not for the benefit of any third party including, but not limited to, any employee, volunteer, family member, contractor, or customer of a participant.

7.7 No Representations

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

7.8 Publicity

HDA may film, tape, photograph, and otherwise document participants' operations at the Market. HDA may use such materials, including a participant's likeness and voice, on its website, in its publications, or through any other media, at HDA's sole discretion.

7.9 No Waiver of Rights

Any waiver under these Rules must be in writing and signed by the party granting the waiver. Waiver of any breach or provision under these Rules will not be considered a waiver of any later breach or of the right to enforce any provision under these Rules.

7.10 Modification

HDA may amend these Rules in its sole discretion without advance notice.

7.11 Entire Agreement

This document sets out the entire agreement between HDA and all participants in the Market and supersedes prior versions of the rules, any prior discussions and correspondence, and any course of dealing between HDA and any person relating to the operation of the Market.

7.12 Severability

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