

2024 Hollister Certified Farmers' Market Vendor Application
 The Hollister Downtown Association
 350 Sixth Street, Suite 102, Hollister, CA 95023 • (831) 636-8406 • Fax (831) 636-5909
www.downtownhollister.org
 email: market@downtownhollister.org

This is an application to participate in the 2024 season of the Hollister Certified Farmers' Market.

Part 1: Season Information

Length: The 2024 season includes 26 Markets – April 17th to October 16th
Location: San Benito Street from Fifth to Seventh Street
Hours: Wednesdays from 3:00PM – 7:00PM (NO EARLY DEPARTURES)

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

Part 2: General Information

Name: (First): _____ (Last): _____

Business Type: Certified Farmer Processed Foods Food Service Retail Sales
 Arts/Crafts Non-profit Information only

Business Name: _____

Mailing Address: _____

City, State, Zip Code: _____

Business Phone: _____ Home/Cell Phone: _____

Email Address: _____

Booth Operator's Name: _____ Cell Phone: _____

Part 3: Application Fee and Deadline

The application fee for 2024 is \$75. This fee will include a 2024 Hollister Downtown Association membership. Application fees are non-refundable and must be included when you submit your application.

Please make checks payable to: Hollister Downtown Association

Registration available online: <https://downtownhollister.org/membership-store>

Priority Consideration Deadline: April 1, 2024

Part 4: Participant Fees (per stall): Standard stall space is 10' x 10'. Indicate number of spaces needed: _____

Participant Type	# of Stalls	Weekly	4 Week Prepayment <i>(10% discount)</i>	13 Week Prepayment <i>(15% discount)</i>	26 Week Prepayment <i>(20% discount)</i>
• Certified Farmers	1	\$45	\$162	\$497	\$936
• Processed Foods	2	\$70	\$252	\$774	\$1456
• Food Services	3	\$90	\$324	\$994	\$1872
• Arts / Crafts/ Info					
• Wine Tasting					
• Food Trucks	2	\$70	\$252	\$774	\$1456
*fee increase over 20ft					
• Non-Profits	1	\$20	N/A	N/A	N/A

***No Credit for Non-Attendance if Pre-Paid**

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 some products, as set out in the Market Rules and Regulations. Use additional paper as required.

Month	Farmers Produce/ Vendors Products
April/May	
June	
July	
August	
September/October	

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

Part 6: Permits, Certificates, and Inspections

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

Certificate/Permit	Regulatory Authority	Certificate/License/Permit #
Certified Producers Certificate Required for Certified Farmers	San Benito County Ag Dept. 3224 Southside Road, Hollister, CA (831) 637-5344 https://www.cosb.us/departments/agriculture	
Organic Registration Required for Certified Organic Farmers		
San Benito County Health Permit Required for Food Vendors	San Benito County Health Department 351 Tres Pinos Rd., Ste. C1, Hollister, CA (831) 636-4035 www.sanbenitoco.org	
Resale Permit (register online) Required for all Arts, Craft, and personal Goods vendors	California Department of Tax and Fee Administration (831) 754-4500 https://www.cdtfa.ca.gov/	
Hollister Business License Required for ALL Vendors.	City of Hollister 327 Fifth Street, Hollister, CA 95023 (831) 636-4301 https://hollister.ca.gov/business/business-licenses/	

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.

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 number 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 number 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 4:00 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.

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. Participants must stay within their paid 10'x10' stall area for information dissemination and may not wander the market for the purposes of information dissemination.

5.6 Children

Children of participants under age 10 must be always accompanied by an adult 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.



SPECIAL EVENT REQUIREMENTS

This standard shall apply to the location, construction and use of temporary booths utilized for cooking, merchandise sales and/or display at carnivals and fairs. Fabric-covered booths or other membrane structures with sidewalls that are in excess of 400 square feet, or that are without sidewalls, and or in excess of 700 square feet must comply with the additional requirements set forth in the Fire Code for Temporary Tents and Membrane Structures.

PERMITS AND APPROVAL

Permits are required for outdoor carnivals, fairs and special events. Fees may also be required for plan reviews and/or inspections depending upon location and size of event.

CALL FIRE DEPARTMENT TO GET EVENT PERMIT, SCHEDULE INSPECTION(S) AND PAY FEES. 831-636-4325

DEFINITIONS

Cooking Booths - Booths where food is prepared by a heating or cooking process such as but not limited to grilling, frying, barbecuing, flambé, deep fat frying, baking, warming, and boiling.

Deep fat frying - Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booths - All booths other than cooking booths.

REQUIREMENTS

Access Roadways

When booths are set up along access roadways an unobstructed width of not less than 20 feet shall be maintained unless otherwise approved by the authority having jurisdiction.

Cooking Booth Constructions and Location:

1. All fabrics or membranes covering cooking booths must be certified flame retardant or treated with a fire retardant paint or spray.
2. Decorative materials must be inherently fire resistive, or must be treated with a fire- retardant paint or spray.

Note: For items 1 and 2 a flame test may be required for non-certified flame retardant or treated materials. A field flame test will require a sample of material measuring 2 inches by 12 inches.

3. Each cooking booth shall have at least one exit, 3 feet wide by 6'8" high (booth frame shall not obstruct exit path).
4. Cooking booths shall have a minimum clearance of 10 feet on at least two sides.
5. Cooking Booths shall have a clearance of at least 10 feet from any vendor booth.
6. A 10-foot wide separation shall be provided for every 100 lineal feet of continuous cooking booths.

Cooking Equipment:

1. All interior cooking equipment shall be of an approved type and open flame cooking shall be a minimum of 18 inches from booth back/side drop materials.
2. Camping type stoves may be used only with approved fuel under the following conditions:
 - Do not add liquid fuel to stoves in booth.
 - Maximum of two gallons of fuel capacity for each appliance is allowed with no additional fuel storage inside of booth.
 - Do not use kerosene or gasoline.
3. Butane or Propane equipment shall conform to the following:
 - Cooking appliances must have an on-off valve and be located far enough away to safely shut off in case of fire.
 - Shut-off valves must be provided at each fuel source.
 - Hose type must be approved for use with the equipment and fuel type.
 - Tanks must be protected from damage and be secured in an upright position.
 - Storage of extra butane or propane tanks **will not be** allowed in the booth.
 - Tanks not in use must be turned OFF.
 - Maximum quantity for use inside booths is 10 gallons.
 - Propane BBQ's shall be located outside, a minimum of 10 feet away from all booths and in areas where public access is prohibited.
 - The booth operator shall test all connections for leaks with soap and water solution prior to use.
 - Unused fuel cylinders shall be stored in a secured position.
Maximum outside storage is 10 gallons.

Note: Specialized-cooking equipment, used outside of the booth may have larger tanks, when approved by the authority having jurisdiction.

Vendor Booth Construction and Location:

1. Each vendor booth shall have at least one exit way, a minimum of 3 feet wide by 6'8" high (booth frame shall not obstruct exit path).
2. Vendor booths shall have a minimum clearance of 20 feet on at least one side with clearance of at least 10 feet from any cooking booth.

3. A 10-foot wide separation shall be provided for every 200 lineal feet of vendor booths in a single row or every 100 lineal feet of vendor booths in a double row (refer to diagram).
4. Candles or open flame is prohibited without prior approval of the authority having jurisdiction.

Electrical Power:

1. Generators shall be placed in approved locations for festival use.
2. Refueling of generators is prohibited during event hours. No extra fuel shall be stored during event hours.
3. During approved refueling times, no smoking or open flames will be allowed within 25 feet of the refueling operation.
4. Extension cords shall be of a grounded type, approved for exterior use and be in good condition (no cuts or exposed wires, no electrical tape).

Flambé/Open Flame Cooking/ BBQ:

1. Use only an electric starter or commercially sold lighter fluid.
2. Charcoal/wood burning cooking and storage of lighter fluid is prohibited inside booths.
3. Flambé/Open Flame Cooking/BBQ Cooking shall be located a minimum of 10 feet away from booths and in areas where public access is prohibited.
Exception: Fully enclosed BBQs may be less than 10 feet with prior approval of the authority having jurisdiction.
4. Flambé/Open Flame Cooking/BBQ Cooking shall not be under a canopy or overhand of any type.
5. Flambé/Open Flame Cooking/BBQ Cooking shall be 10 feet away from combustible structures and parked vehicles.
6. Coals shall be disposed in metal containers approved by the authority having jurisdiction.

Deep Fat Frying/Wok:

1. Deep fat frying, Wok cooking operations shall be located outside the booth and no closer than 18 inches from any combustible material.
2. The cook area shall be located in an area where public access is prohibited.
3. Deep fat frying/Wok cooking equipment must be equipped with a temperature regulating device
4. Separation shall be maintained with a minimum of 3 feet clearance between deep fat frying and flambé or open flame cooking.
5. Booths with deep fat frying, wok, or flambé cooking shall be equipped with an extinguisher rated for class "K" fires.

Fire Extinguishers

1. Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of 2A:10B:C. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for class "K" fires.
2. For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of 2A:10B:C shall not exceed 75 feet.
3. All Fire extinguishers shall be clearly visible and accessible at all times.
4. Fire extinguishers shall be properly maintained with current service tags.
5. Each generator shall be provided with a fire extinguisher with a minimum 40B:C rating. The extinguisher shall be located near the generator and be accessible at all times.

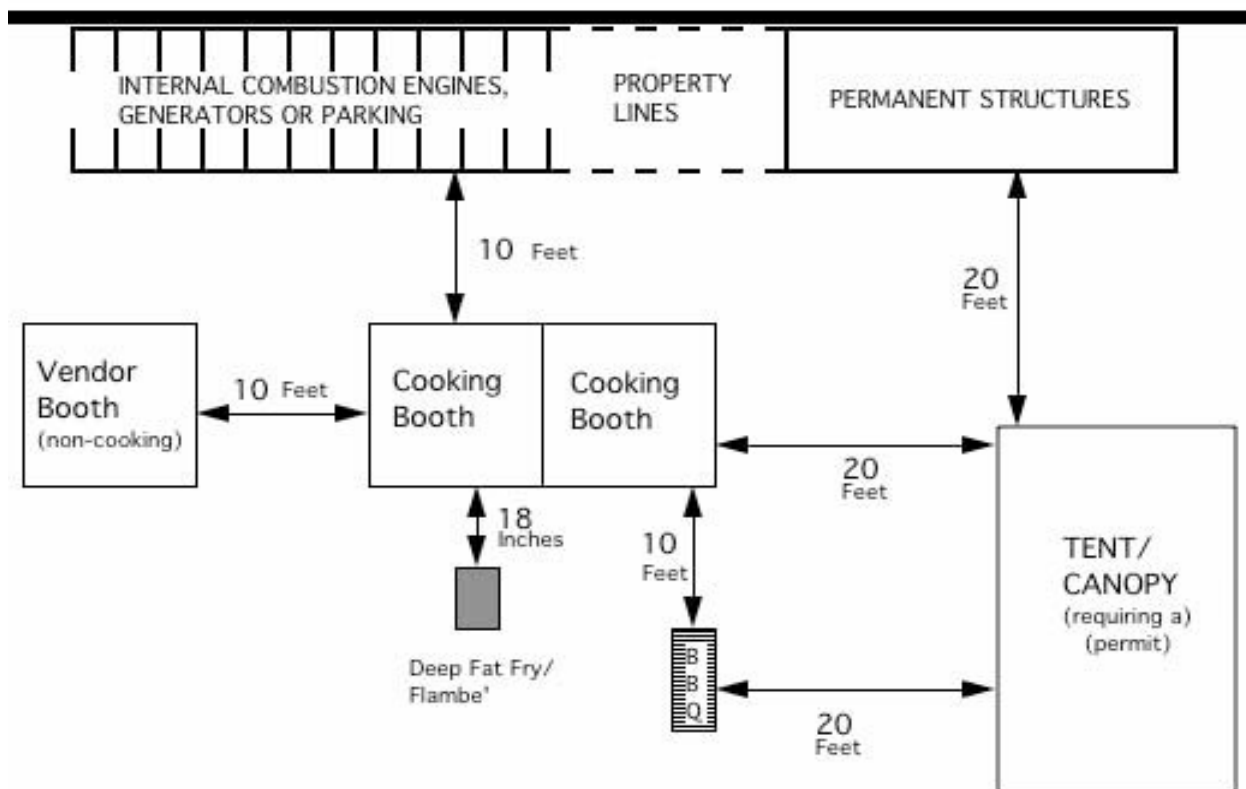
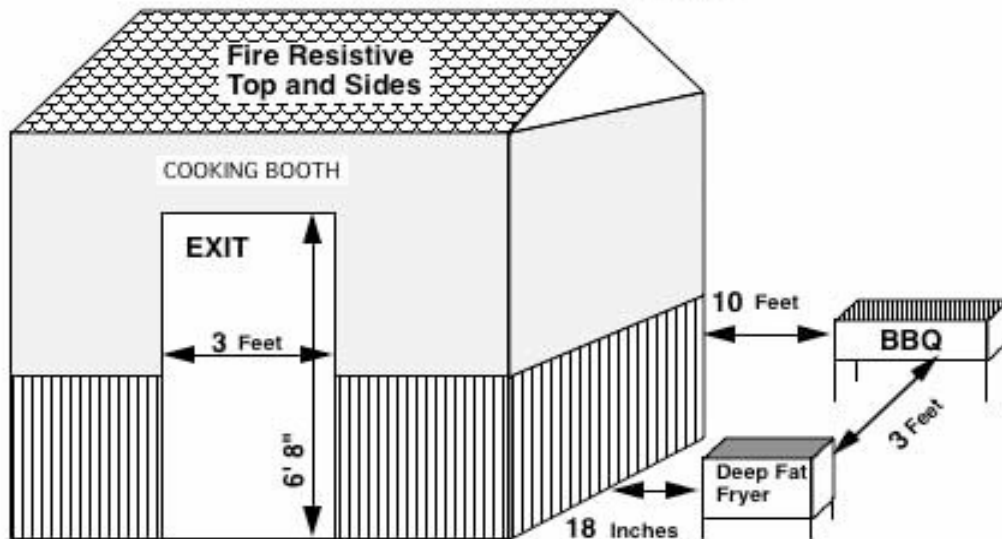
Miscellaneous:

1. All compressed gas cylinders shall be secured in an upright position.
2. Clean all cooking areas regularly to prevent the build-up of grease.

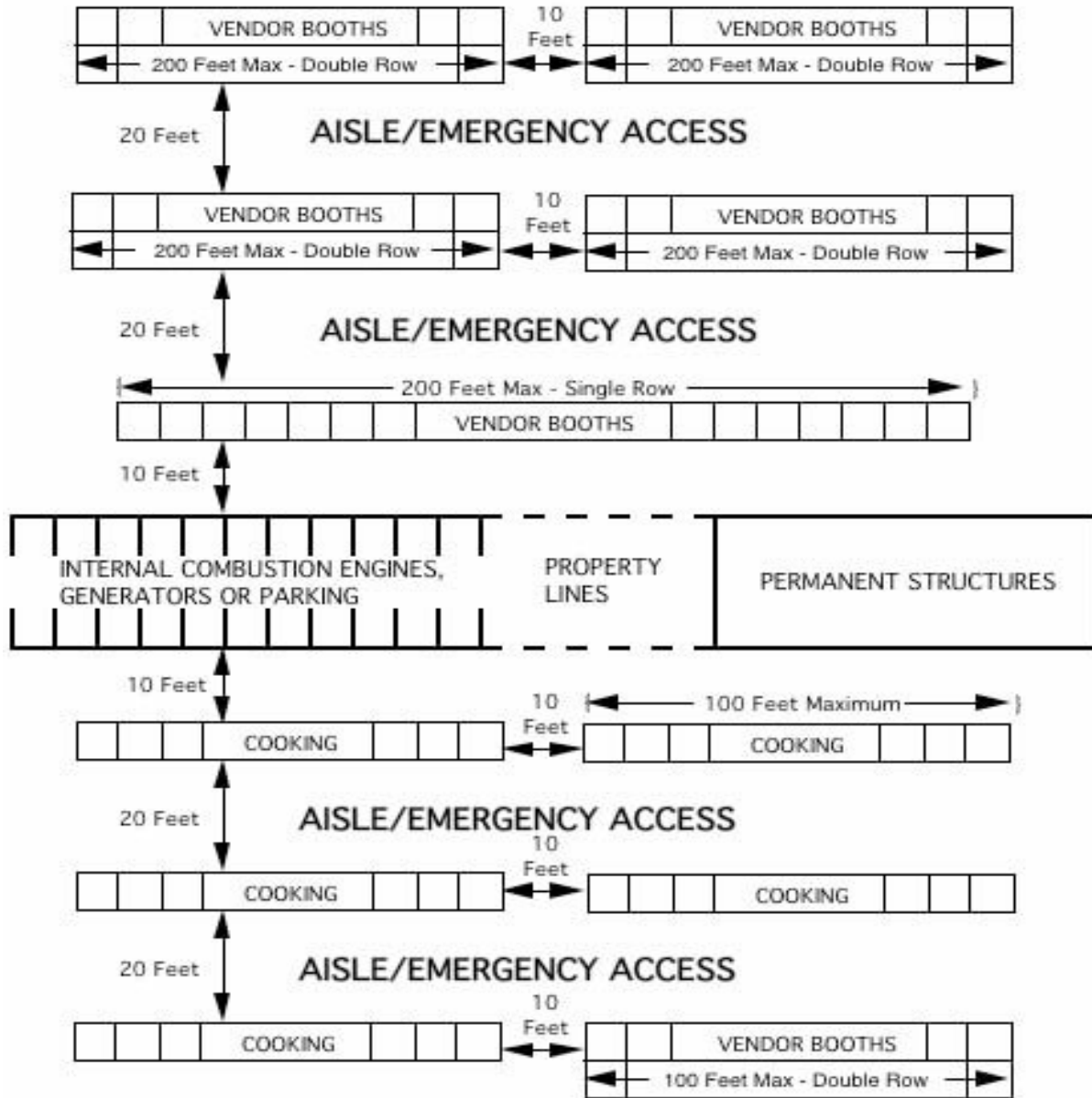
Fire Safety Tips:

1. Know where the fire extinguisher is and how to use it.
2. DO NOT leave cooking unattended.
3. DO NOT wear loose fitted clothing while cooking.
4. Remove trash accumulation regularly.
5. Keep combustibles away from heat sources.
6. If there are any questions, please call the Hollister Fire Department-831-636-4325
7. In case of emergency, DIAL 9-1-1

FESTIVAL COOKING BOOTHS



FESTIVAL VENDOR & COOKING BOOTH LOCATIONS



NOTE: COOKING BOOTHS are limited to single rows only. Back-to-Back rows are not permitted. Maximum length of row is 100 feet.

Hollister Fire Department

110 Fifth Street Hollister, CA. 95023

(831)-636-4325

Email-hfdprevention@hollister.ca.gov

<http://hollister.ca.gov/government/city-departments/fire/>