



# **FARMERS' MARKET RULES AND REGULATIONS**

# Table of Contents

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|   |   |
|---|---|
| <b>1. Introduction 1</b>                                | 6.3 Compliance 9                                  |
| 1.1 Agricultural Institute of Marin 1                   | 6.4 Year-Round 9                                  |
| 1.2 AIM Programs 1                                      | 6.5 Days and Hours 9                              |
| 1.3 AIM Certified Farmers' Markets 1                    | 6.6 Poor Weather 9                                |
| 1.4 State Law: Direct Marketing Rules 1                 | 6.7 Temporary Relocation 9                        |
| 1.5 This Document 1                                     |   |
| 1.6 Definitions 2                                       |   |
| <b>2. Participation Generally 2</b>                     | <b>7. Attendance and Stall Fees 9</b>             |
| 2.1 Participants, Products, and Activities 2            | 7.1 Reservations 9                                |
| 2.2 Admission and Approval 3                            | 7.2 Attendance 9                                  |
| 2.3 Duration 3  | 7.3 Cancellations 10                              |
| 2.4 Location 3  | 7.4 No-Shows 10                                   |
| 2.5 Seniority; No Guarantee 3                           | 7.5 Fees 10                                       |
| 2.6 Non-Discrimination 3                                | 7.6 Collection of Fees 10                         |
| 2.7 No Transfer of Admission or Approvals 3             | 7.7 Failure to Pay 10                             |
| 2.8 Change in Ownership 3                               |   |
| 2.9 Sales in Neighboring Areas 4                        | <b>8. Market Set-Up 10</b>                        |
| 2.10 Second Certificates 4                              | 8.1 Layout Generally 10                           |
|   | 8.2 Market Design 10                              |
| <b>3. Applications 5</b>                                | 8.3 Description of Stall Space 11                 |
| 3.1 Application Process 5                               | 8.4 Stall and Parking Assignments 11              |
| 3.2 Application Requirements 5                          | 8.5 Stall Space Reassignment 11                   |
| 3.3 Pre-Admission Audit 5                               | 8.6 Restrictions on Stall Space 11                |
| 3.4 Proposed Product Changes upon Application Renewal 5 | 8.7 Arrival 11                                    |
| 3.5 Limitations 5                                       | 8.8 Parking and Vehicles 11                       |
| 3.6 No Guarantee 5                                      | 8.9 Stall and Shelter Set-Up 11                   |
|   | 8.10 Electricity 12                               |
| <b>4. Admissions Criteria 6</b>                         | 8.11 Waste Containers 12                          |
| 4.1 Criteria for Applicants 6                           | <b>9. Stall Signage 12</b>                        |
| 4.2 Additional Factors: Prior Participants 6            | 9.1 Permits, Licenses, and Certificates 12        |
| 4.3 Additional Factors (by Participant Type) 7          | 9.2 Participant Identification 12                 |
|   | 9.3 Growing Practices 12                          |
| <b>5. Production Requirements 7</b>                     | 9.4 "We Grow What We Sell"; "California Grown" 12 |
| 5.1 Certified Agricultural Products 7                   | 9.5 Organic Products 12                           |
| 5.2 Meat 8  | 9.6 Processed Agricultural Products 12            |
| 5.3 Eggs 8  | 9.7 No False or Misleading Statements 12          |
| 5.4 Nursery Vendors 8                                   | 9.8 WIC Signage 13                                |
| 5.5 Fish 8  | 9.9 Prices 13                                     |
| 5.6 Grape and Non-Grape Wines 8                         |   |
| 5.7 Beer 8  | <b>10. Product Packaging and Labeling 13</b>      |
| 5.8 Organic Generally 8                                 | 10.1 Certified Producers 13                       |
| 5.9 Food Purveyors 8                                    | 10.2 Fresh Fruits, Nuts, and Vegetables 13        |
| 5.10 Artisans 8   | 10.3 Processed Agricultural Products 13           |
| 5.11 Overlapping Categories 9                           | 10.4 Eggs 13                                      |
|   | 10.5 Meat 13                                      |
| <b>6. Market Management 9</b>                           | 10.6 Fish 13                                      |
| 6.1 Market Management 9                                 |   |
| 6.2 Interaction with Market Managers 9                  |   |

|   |   |
|---|---|
| <b>11. Selling, Stalls, Set-Up, and Supplies 13</b> | <b>17. Records, Stall Inspections, and Site Audits 19</b> |
| 11.1 Approved Products Only 13                      | 17.1 Generally 19   |
| 11.2 No Reselling 14                                | 17.2 Records 19   |
| 11.3 Quality 14                                     | 17.3 Stall Inspections 19                                 |
| 11.4 No Sales until Fully Set-Up 14                 | 17.4 Site Audits 19                                       |
| 11.5 Staffing in Stalls 14                          | 17.5 Site Audit Process 19                                |
| 11.6 Food Service Ware 14                           | 17.6 Conduct 20   |
| 11.7 Plastic Bags 14                                | 17.7 Inspection Consequences 20                           |
| 11.8 Restrictions within Stall Space 14             | 17.8 Inspection Materials 20                              |
| 11.9 Scales 14                                      | 17.9 Disclosure of Inspection Violations 20               |
| 11.10 Grape and Non-Grape Wine Sales 14             | 17.10 Inspection-Related Consents 21                      |
| 11.11 Beer Sales 14                                 | 17.11 Other Aspects of Inspections and Audits 21          |
| 11.12 Commercial Resellers 15                       |   |
| 11.13 No Post-Market Sales 15                       | <b>18. Discipline and Termination 21</b>                  |
| 11.14 Prohibited Activities 15                      | 18.1 Approach 21  |
| 11.15 Load Lists 15                                 | 18.2 Violations 21  |
| <b>12. Pricing and Payment 15</b>                   | 18.3 Disciplinary Actions 22                              |
| 12.1 Pricing 15                                     | 18.4 Disciplinary Process 23                              |
| 12.2 Nutrition Assistance Programs 15               | 18.5 Appeal 24  |
| 12.3 Returns 15                                     | 18.6 No Compensation for Suspension or Termination 24     |
| <b>13. Health and Safety 15</b>                     | 18.7 Written Consumer Complaints 24                       |
| 13.1 Generally 15                                   | 18.8 Participant Complaints 24                            |
| 13.2 Directions from Market Manager 16              | 18.9 No Limits on Other Rights 24                         |
| 13.3 Protection 16                                  |   |
| 13.4 Sampling 16                                    | <b>19. Relationship 24</b>                                |
| 13.5 Grape and Non-Grape Wine Sampling 16           | 19.1 Method of Work 24                                    |
| 13.6 Beer Sampling 16                               | 19.2 Relationship 24                                      |
| 13.7 Fire Safety 17                                 | 19.3 No Guarantees 25                                     |
| <b>14. Conduct 17</b>                               | 19.4 Publicity and Media Consent 25                       |
| 14.1 Generally 17                                   | 19.5 Use of AIM Name and Logo 25                          |
| 14.2 Harassment and Discrimination 17               | <b>20. Insurance and Liability 25</b>                     |
| 14.3 Consumer Complaints 17                         | 20.1 Insurance 25   |
| 14.4 Knowledge of Product 17                        | 20.2 Taxes 25   |
| 14.5 Smoking 17                                     | 20.3 Indemnification 25                                   |
| 14.6 Alcohol 17                                     | 20.4 No Responsibility for Personal Property 26           |
| 14.7 Animals 17                                     | 20.5 No Responsibility for Conduct 26                     |
| 14.8 Noise 17                                       | 20.6 Loss or Relocation of Site 26                        |
| 14.9 Bicycles, Skateboards, and Similar Items 17    | 20.7 Force Majeure 26                                     |
| 14.10 No Solicitation 17                            | <b>21. General Provisions 26</b>                          |
| 14.11 No Commercial Video or Photography 18         | 21.1 Entire Agreement 26                                  |
| <b>15. Free Speech Zone 18</b>                      | 21.2 Compliance with Laws 26                              |
| 15.1 Generally 18                                   | 21.3 Third-Party Beneficiaries 26                         |
| 15.2 Space Assignment 18                            | 21.4 Waiver 26  |
| 15.3 Non-Discrimination Policy 18                   | 21.5 Modification 27                                      |
| 15.4 Set-Up 18                                      | 21.6 Severability 27                                      |
| 15.5 Conduct 18                                     |   |
| <b>16. Clean-Up and Exit 18</b>                     |   |
| 16.1 End of Market Day 18                           |   |
| 16.2 Pick-Up and Waste Disposal 18                  |   |

**Exhibits 28**

- A. Market Days and Hours 28
- B. Second Certificates 29
- C. Entertainer Rules and Requirements 30
- D. Rancher Production and Selling Requirements 31
- E. Fish Seller Rules and Requirements 32
- F. Certified Producer Stall Space Diagrams 33
- G. Additional Sampling Requirements 34

# 1. Introduction

## 1.1 Agricultural Institute of Marin

The mission of Agricultural Institute of Marin (“AIM”) is to educate the public about the nutritional and economic benefits of buying locally grown food directly from farms and to connect and support communities and agriculture. To those ends, AIM operates certified farmers’ markets (each a “Market”) in Marin, Alameda, and San Francisco counties. These markets offer a diversity of fruits, vegetables, and other agricultural products.

## 1.2 AIM Programs

Our Markets provide producers with a direct-marketing outlet, and allow consumers to buy a variety of fresh, high-quality produce directly from producers in an atmosphere that fosters community. AIM’s other activities include community outreach and education programs addressing nutrition, food preparation, and agricultural systems. AIM is a California nonprofit public benefit corporation and is tax-exempt under Section 501(c)(3) of the Internal Revenue Code.

## 1.3 AIM Certified Farmers’ Markets

In line with its mission, AIM operates seven year-round Markets. Market locations and operating hours are set out in **Exhibit A**.

## 1.4 State Law: Direct Marketing Rules

The Markets are subject to provisions of the California Food and Agricultural Code (the “Code”) and regulations under the Code intended to regulate and encourage the direct sale of agricultural products by farmers to consumers (collectively, the “Direct Marketing Rules”). The Direct Marketing Rules set out a variety of requirements for the operation of farmers’ markets:

- Farmers’ markets must have a defined area where only agricultural products are sold.
- Only producers—persons who are primarily responsible for the actions involved in producing an agricultural product on land those persons control—may sell agricultural products at the market.
- Producers may sell only products that they grow; they cannot sell products they purchased from someone else.
- It is unlawful for sellers to make false, deceptive, or misleading statements about the area of production, identity of the producer, or manner or method of production, of an agricultural product.
- Market operators may establish rules and regulations for the design and management of their markets.

AIM operates its Markets in accordance with these principles and requirements, and with requirements under local health, fire safety, and other laws.

## 1.5 This Document

This document (“Rules”) sets out AIM’s rules as adopted by our Board of Directors. These Rules cover, among other things, AIM’s application, admission, production, and selling requirements for the various types of participants at our Markets. The Rules also specify how our Markets operate, set out conduct requirements for Market participants, describe our stall and site inspection activities and confirm participants’ consent to such activities, and specify our procedures for dealing with Rules violations and other problems. The Rules also set out the broad authority of the AIM employees charged with running the Markets (known as “Market Managers”), including their full discretion to interpret and enforce our Rules, and the obligations of participants to interact with Market Managers in a respectful

and courteous way. The Rules include several exhibits relating to Market locations and hours and containing more technical information specific to certain types of Market participants.

### 1.6 Definitions

Persons who sell products or who are otherwise admitted to participate in our Markets are referred to in these Rules as “Participants.” Specific types of Participants are referred to as provided in Section 2.1. In addition, the Direct Marketing Rules define a variety of terms. Unless otherwise noted, the terms “agricultural products,” “non-agricultural products,” “certified agricultural products,” “non-certifiable agricultural products,” “certified farmers’ market,” “producer,” “certified producer,” and “processed agricultural products” used in these Rules have the meanings given them in the Code or Direct Marketing Rules.

## 2. Participation Generally

### 2.1 Participants, Products, and Activities

Our Markets feature a variety of Participants. Most grow and sell fruit, vegetables, and other agricultural products. Others sell food, beer or wine produced off-site. Some Participants prepare and sell food on-site. Other provide services or entertainment, or engage in outreach activities, all of which contribute to the community ambience at Markets. The table below provides more information about Participants:

| Participant type               | Nature  | Product or activity at Markets   |
|--------------------------------|---|--|
| <b>Certified producer</b>      | practices agricultural arts such as planting, growing, cultivating, and harvesting            | fruits, nuts, vegetables, herbs, mushrooms, shell eggs, honey, flowers, grains, and nursery stock  |
| <b>Ranchers</b>                | practices agricultural arts such as raising, feeding, veterinary care, and product harvesting | livestock meats, poultry meats, rabbit meats   |
| <b>Fish sellers</b>            | practices agricultural arts such as raising and catching                                      | fish and shellfish   |
| <b>Food purveyor</b>           | practices culinary arts through off-site production of prepared foods                         | artisan products such as jams, jellies, fresh juices and beverages prepared from fresh fruits and vegetables, preserves, vinegar, oils and flavored oils, baked goods; dairy products for which the vendor plays a substantial role in the husbandry of the animals and the production of the raw product; drinks such as water, tea, coffee, and natural soda |
| <b>Wine seller</b>             | produces wine   | wine and non-grape wines (e.g., perry and hard cider)  |
| <b>Beer seller</b>             | produces beer   | beer   |
| <b>Temporary food facility</b> | prepares and cooks food on-site at Markets  | foods and beverages prepared on-site at a Market   |
| <b>Artisans</b>                | produces original artisan products, artworks, and craftworks                                  | artwork and craftwork in categories such as textiles, jewelry, glass, ceramics, leather, woodworking, sculpture, soaps, lotions, oils, incense, fragrances, and candles  |

|                                |  |   |
|--------------------------------|--|---|
| <b>Commercial vendors</b>      | offers products and services relevant to farming or food preparation or that enhance ambience at Markets | activities such and pony rides, jump houses, and knife sharpening                           |
| <b>Entertainers</b>            | entertains through the performing arts   | activities such as music or dance   |
| <b>Sponsoring partners</b>     | city, business, civic or business association that provides space or otherwise supports Markets          | outreach activities consistent with and supportive of ambience at Markets                   |
| <b>Nonprofit organizations</b> | tax-exempt under Section 501(c)(3) and is farm-, farmer-, food- or agriculture-related                   | outreach activities relating to organization's agriculture-related missions and programming |

Other sections of the Rules set out specific admission, production, and operating requirements for these different types of Participants.

## 2.2 Admission and Approval

AIM must admit all Participants and approve all products and services to be offered by Participants before they can participate in any Market.

## 2.3 Duration

Participation privileges exist for a limited period of time, never to exceed one year. Participants must re-apply to participate at a Market each calendar year, and product approvals do not automatically carry over from any previous Market year. Participation in Markets may be limited, suspended, or terminated for noncompliance with these Rules, as provided in Section 18.

## 2.4 Location

AIM admits Participants for specific Markets only. A Participant admitted to one Market has no right to participate in another Market without AIM approval.

## 2.5 Seniority; No Guarantee

AIM does not guarantee admission to a particular Market to any Participant, even if that Participant has participated in Markets in prior years or for many years (a "prior Participant").

## 2.6 Non-Discrimination

AIM will not grant or deny admission to a Participant on the basis of the Participant's race, religion, color, national origin, disability, gender, gender expression, sexual orientation, veteran status, and/or other classifications protected under California law.

## 2.7 No Transfer of Admission or Approvals

A Participant may not transfer its admission or approvals under these Rules to anyone else.

## 2.8 Change in Ownership

A Participant who undergoes a change in ownership may continue to operate in the stall for the balance of the calendar year of change if the Participant:

- provides prompt written notice of the change in ownership to AIM;

- provides AIM with evidence that the Participant is in compliance with the insurance requirements set out in Section 20.1 and provides such other documents as AIM may reasonably request; and
- does not make any material changes in its activities at the Market, including, without limitation, changes in product offering and manner of production or branding.

For Participants who fail to comply with any of the requirements set out in this Section 2.8, AIM may take such actions as terminating current participation privileges and/or conditioning future participation in Markets upon modification of current practices.

For the purposes of these Rules, a change of ownership is defined as follows:

|   |   |
|---|---|
| <b>Sole Proprietors</b>                     | sale or other transfer of the assets of the business operating at the Market  |
| <b>LLCs, Corporations or Other Entities</b> | an individual or entity who/that is not—or is not controlled by—an immediate family member of the equity owner of the entity acquires, directly or indirectly, 50% or more of the equity interests of, or all or substantially all of the assets of, the entity operating at the Market |

**2.9 Sales in Neighboring Areas**

In order to enhance the uniqueness, appeal, community and viability of Markets, AIM requests Participants other than entertainers and nonprofit organizations not to participate on the same day of the week in any non-AIM farmers’ markets located within three miles of the Market where the Participant operates. This Section 2.9 does not limit in any way a Participant’s ability to sell products through other distribution channels in or outside of these communities, including, without limitation, sales to consumers through CSA programs or farmstands, or sales to restaurants, wholesalers, institutional buyers, or grocers.

**2.10 Second Certificates**

[Option 1: No certified producer may sell at a Market certifiable agricultural products produced on land controlled by a third party without a valid second certificate. AIM will only grant second certificates to Participants who provide a unique agricultural product that would not otherwise be available at the relevant Market. AIM retains full discretion in approving second certificates. Participants making second certificate sales must comply with the additional requirements specified in **Exhibit B.**]

[Option 2 second certificates allowed: No certified producer may sell at a Market certifiable agricultural products produced on land controlled by a third party without (a) obtaining prior approval of AIM and (b) complying with the requirements in **Exhibit B.**]



## **3. Applications**

### **3.1 Application Process**

AIM uses a multi-step process when reviewing applications:

- AIM has a separate application form for each type of Participant; application forms are available on AIM's website.
- Applicants submit to AIM a signed and completed application form and a check for payment of registration fees as specified in the application form.
- AIM then reviews the application, either rejects or conditionally admits the applicant, and so notifies the applicant.
- If conditionally admitted, the applicant must submit additional documentation as specified by AIM and sign a participation agreement by which the applicant agrees to comply with these Rules.
- As set out in Section 17, AIM may also condition final admission on completion of a satisfactory on-site inspection of applicant's farm or other operating site.
- AIM will notify the applicant of final admission after submission of satisfactory documentation, receipt of the signed participation agreement, and if applicable, successful completion of an on-site inspection.
- AIM will cash applicant's registration check only if applicant is admitted to a Market.

AIM has full discretion in making admissions decisions for all Participants for all Markets.

### **3.2 Application Requirements**

Additional admission requirements apply to each category of Participant and are set out in Section 4 of these Rules and in the relevant application.

### **3.3 Pre-Admission Audit**

New applicants who wish to sell certifiable agricultural products will not be admitted unless and until AIM completes an on-site farm visit and audit and is satisfied with the results of the audit, as provided by Section 17. AIM will contact as appropriate new applicants who wish to sell certifiable agricultural products to schedule the farm visit. Alternatively, AIM may rely on an audit of the applicant AIM performed for another Market. AIM may at its discretion condition admission of other (non-certified producer) applicants on satisfactory completion of an on-site audit.

### **3.4 Proposed Product Changes upon Application Renewal**

Participants may propose changes to the products and services they offer in their application renewal for the relevant year. There is no guarantee that the Participant's proposed changes will be approved by AIM.

### **3.5 Limitations**

In admitting an applicant, AIM reserves the right to limit products, ingredients, or practices as a condition for admission into a Market.

### **3.6 No Guarantee**

Timely submission of an application does not guarantee admission to a Market, or guarantee that, if admitted, AIM will approve all products sought to be sold by the applicant.

## 4. Admissions Criteria

### 4.1 Criteria for Applicants

AIM takes multiple factors into consideration in admitting applicants including, without limitation, the following:

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|                                  |  |
|----------------------------------|--|
| <b>Applicant characteristics</b> | <ul style="list-style-type: none"><li>• Quality of products</li><li>• Origin of products (i.e., preference given to locally grown products relative to the Market(s) in which the applicant would like to participate)</li><li>• Preference given to small-to-moderate family businesses over large enterprises or partnerships</li><li>• Preference given to certified producers who sell value-added products over food purveyors offering similar products</li><li>• Preference given to applicants whose processed products feature seasonal and regional ingredients purchased from certified producers and to applicants who use certified local agricultural products and processed foods in their products</li></ul> |
| <b>Market characteristics</b>    | <ul style="list-style-type: none"><li>• Unique or unusual products that enhance the overall diversity of products available at Markets</li><li>• Space availability at Markets</li><li>• Balance between certified producers and other categories</li><li>• Preference given to certified producers who sell value-added products over food purveyors offering similar products</li></ul>  |

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### 4.2 Additional Factors: Prior Participants

In reviewing applications from prior Participants, AIM also considers:

- History of successful and consistent participation in Markets, including adherence to these Rules and applicable laws, timeliness of fee payments and Market arrival, satisfactory results of stall and site inspections, attendance, and absence of consumer complaints.
- History of constructive, respectful, and courteous interactions with Market Managers and other AIM staff, including compliance with Market Manager directions.
- History of acting respectfully and courteously towards consumers, other Participants, and other AIM staff.
- Effective enhancement of consumer knowledge of products being sold and how they were produced, as measured by applicant's presence, employee knowledge, and quality of stall display, brochures, and/or handouts.

Some prior Participants may substantially increase their sales, broaden their geographical distribution, and expand their distribution channels well beyond direct marketing in California after their initial participation in a Market. AIM may elect to transition out such prior Participants—including those with long histories—through such measures as:

- Admitting Participants to a particular Market only
- Introducing frequency limitations (i.e., placing prior Participants on a rotating schedule or reducing the number of Market days on which they participate)
- Creating a transition wind-down period for a prior Participant (i.e., advising a prior Participant that it will not be eligible for admission to Markets after a set number of additional Market years or seasons)

- Allowing non-renewed prior Participants to sell on select Market days to maintain ties with the Market and with their customers

AIM will discuss such measures with prior Participants in appropriate cases, it being understood that nothing in this Section 4.2 limits AIM's ability to not admit a prior Participant (with or without transition measures) or to take disciplinary action under Section 18.

#### 4.3 Additional Factors (by Participant Type)

AIM reviews the following additional factors when deciding whether to admit a specific type of Participant:

|                                |   |
|--------------------------------|---|
| <b>Certified Producers</b>     | Certified producer applicants must submit an annual plan indicating the agricultural products the certified producer plans to produce and offer for sale at Markets, and the time of the year when they are expected to be available for sale.  |
| <b>Ranchers</b>                | AIM may require an on-site farm or ranch inspection for purpose of source verification before admission.  |
| <b>Food Purveyors</b>          | AIM will consider the overall diversity of prepared products available at the Market. AIM will give preference to applicants whose processed products feature seasonal and regional ingredients purchased from certified producers or local products generally.   |
| <b>Artisans</b>                | If an admitted artisan wishes to sell in an additional category of artwork, the artisan must submit a new application to AIM.   |
| <b>Commercial Vendors</b>      | AIM will evaluate and select commercial vendors based on their ability to add to the consumer experience. Due to limited market space, there are a number of businesses whose services AIM cannot accommodate, including, without limitation, newspapers and personal services such as acupuncture and chiropractic services. |
| <b>Entertainers</b>            | AIM will evaluate entertainer applicants based on the type and quality of music to be performed, the entertainer's experience performing in outdoor venues, and the entertainer's previous performance success and behavior. AIM's requirements for entertainers are set out in <b>Exhibit C</b> .                            |
| <b>Sponsoring Partners</b>     | Sponsoring partners must have provided space to or otherwise established a relationship with AIM. The sponsoring partner must have demonstrated a commitment to supporting AIM, and its activities must enhance the ambience of Markets as determined by AIM in its full discretion.  |
| <b>Nonprofit Organizations</b> | Participating nonprofit organizations must have missions and programming that are farm-, farmer-, food- or agriculture-related as determined by AIM in its full discretion. AIM may consider other non-profit organizations on a case-by-case basis.  |

## 5. Production Requirements

### 5.1 Certified Agricultural Products

Certified producers may not sell crops grown using genetically modified seed planted after March 1, 2000 or sell waxed produce.

## **5.2 Meat**

AIM's rules and requirements for ranchers are set out in **Exhibit D**.

## **5.3 Eggs**

Certified producers may only sell eggs from pasture-raised birds at Markets. For purposes of this Section 5.3, "eggs from pasture-raised birds" means eggs from birds that have been kept outside (as the season and daylight hours permit) and have constant access (as conditions allow) to fresh-growing or freshly harvested palatable vegetation, with protection from predators when needed.

## **5.4 Nursery Vendors**

Certified producers selling nursery products must have performed the propagation, germination, planting, cuttings, and division work for all potted plants, trees, or nursery starters the certified producer wishes to sell at Markets, all in compliance with applicable laws and regulations.

## **5.5 Fish**

AIM's rules and requirements for fish sellers are set out in **Exhibit E**.

## **5.6 Grape and Non-Grape Wines**

Any grower of grape or non-grape wines ("wine seller") wishing to participate in a Market must hold a certified producers' certificate listing the agricultural product that was used to create the wine, as well as a winegrowers license (ABC Type 2) and a certified farmers' market sales permit (ABC Type 79) for each Market location. The wine seller may only sell wine that is produced entirely from grapes or other agricultural products grown and bottled by the wine seller.

## **5.7 Beer**

Any beer manufacturer desiring to sell beer that has been produced by them must hold a certified farmers' market beer sales permit (ABC Type 84), which allows beer manufacturers to sell beer at certified farmers' markets in the same county or adjacent county to the licensed beer manufacturing facility. They also must hold either a beer manufacturer license (ABC Type 1) or a small beer manufacturer license (ABC Type 23). The manufacturer cannot sell more than 5,000 gallons of beer annually pursuant to all certified farmers' markets permits held by that beer manufacturer.

## **5.8 Organic Generally**

All products sold as organic must be grown, produced, or processed in accordance with federal and state laws, including, without limitation, the USDA National Organic Program.

## **5.9 Food Purveyors**

Food purveyors may not sell any beverage that contains high fructose corn-syrup, aspartame, phosphoric acid, and/or artificial flavorings. Food purveyors may not use food products containing trans fats. Food purveyors may not use genetically modified ingredients in any processed item to be sold at any Market.

## **5.10 Artisans**

Artisans must self-produce their products. If an artisan uses employees, the artisan must be in complete control of all aspects of production. Artisans may only sell products in up to two of the following categories: 2-D, textiles, jewelry, glass, ceramics, leather, woodworking, sculpture, soaps, lotions, oils, incense, fragrances, candles, or other. Artisans may not sell work produced with commercial kits, models, patterns, plans, prefabricated forms, or other commercial methods.

### **5.11 Overlapping Categories**

Participants whose products or practices place them in more than one category are subject to all of the requirements of each category. AIM has full discretion in determining the applicable category or categories.

## **6. Market Management**

### **6.1 Market Management**

Market Managers have authority to interpret, apply, and enforce these Rules. Market Managers' roles include making admissions decisions related to the Market they oversee, determining the products that may be sold, overseeing set-up and clean-up, making stall assignments, collecting fees, and handling disagreements.

### **6.2 Interaction with Market Managers**

All Participants—regardless of the length of their participation in the relevant Market, relationship with AIM, or otherwise—are expected to interact with Market Managers in a respectful and constructive way. Refusing to comply with Market Manager directions, treating Market Managers in a disrespectful way, or otherwise acting inappropriately towards Market Managers, will not be taken lightly by AIM. As provided in Section 4.2, such conduct is a factor AIM takes into account in reviewing applications by prior Participants for admission and such conduct may give rise to disciplinary action under Section 18.

### **6.3 Compliance**

AIM operates Markets in accordance with applicable laws and contracts, including, without limitation, the Direct Marketing Rules, municipal regulations and permitting requirements, and site contracts relating to Market operations at specific locations. AIM's interpretation of these laws and contracts will control all disputes and questions about their application.

### **6.4 Year-Round**

Markets operate year-round, rain or shine.

### **6.5 Days and Hours**

AIM will establish the day and hours of operation for all Markets.

### **6.6 Poor Weather**

In the event of poor weather, Market Managers have full discretion to adjust Market operations to provide for a successful and safe Market day, including, without limitation, changing set-up procedures, changing stall locations, prohibiting use of tents, and adjusting departure procedures.

### **6.7 Temporary Relocation**

AIM may temporarily relocate a Market as needed in view of events, construction, or other disruption at the Market location.

## **7. Attendance and Stall Fees**

### **7.1 Reservations**

Participants must make reservations on a weekly basis. Reservations are only complete once AIM has received payment of the applicable stall fees. If a Participant makes a reservation, AIM considers the confirmation a commitment to participate in a Market for the following week.

### **7.2 Attendance**

All Participants are expected to attend confirmed Market sessions. If AIM suspects that a Participant is not attending a Market solely because of poor weather or anticipated slow sales, AIM may take such conduct into account when reviewing a prior Participant's

renewal application under Section 4.2, and such conduct may result in disciplinary action as specified in Section 18.

### **7.3 Cancellations**

Full-year Participants are permitted one cancellation per quarter per Market. Participants who cancel Market stall reservations will incur stall fee charges, unless the Participant notifies AIM of its cancellation at least 48 hours prior to the opening of the Market for which it has reserved a space. Participants who cancel more than once per quarter may, in AIM's full discretion, lose their space or their right to sell at that Market.

### **7.4 No-Shows**

Participants who have two or more no-shows at a Market during the year may, in AIM's full discretion, lose their right to sell at that Market for all or a portion of the rest of the year. A Participant is a "no-show" if a Participant confirmed his/her attendance as provided in Section 7.1 and (a) he/she did not show up at the Market, or (b) did not notify and cancel before market opening.

### **7.5 Fees**

AIM charges all Participants, excepting entertainers, weekly stall fees for participation at a Market, as well as stall fees for no-shows and late cancellations as provided in Sections 7.3 and 7.4. Stall fee amounts for each type of Participant are set out in the application form for such Participant; AIM has full discretion to adjust stall fee amounts on an annual basis. AIM determines stall fees based on the retail frontage assigned to the Participant, as described in Section 8.3. For each ten feet of retail frontage per stall, AIM will charge the Participant's applicable stall fee. Stall fees for corner stalls are computed by taking into account all retail frontages (e.g., both sides) of the stall. Participants will receive a reduction of \$5 per 10' stall fee space during the winter season (December 1-March 31).

### **7.6 Collection of Fees**

Stall fees are collected by Market Managers one week in advance at the relevant Market. On a new Participant's first week, Market Managers will collect stall fees from that Participant for that week and the following week; payments thereafter will be one week in advance. For no-shows and late cancellations (cancellations not made within 48 hours of Market opening) as described in Sections 7.3 and 7.4, Market Managers will collect the relevant stall fees the following week.

### **7.7 Failure to Pay**

AIM in its full discretion may prohibit a Participant who fails to pay stall fees from participating in the Market that week, condition participation on receipt of full payment, relocate Participant to a different stall location, or take other such action as it determines appropriate.

## **8. Market Set-Up**

### **8.1 Layout Generally**

AIM has full discretion in determining the overall layout of each Market. Factors considered include compliance with the Direct Marketing Rules, provisions of the California Business and Professions Code relating to wine tasting and sales, local laws, the requirements of AIM's leases or permits for use of the site, safety principles, and marketing considerations.

### **8.2 Market Design**

As required by the Direct Marketing Rules, Markets have two clearly defined areas: (a) one for certified producers, ranchers, and other vendors who sell agricultural products, and (b) one for sellers of nonagricultural products, food purveyors, and artisans. In addition, AIM may define areas for wine and beer sellers as provided by state law.

### **8.3 Description of Stall Space**

AIM will use reasonable efforts to provide Participant with a stall space that is approximately ten feet by ten feet. In some Markets with inadequate vehicle parking space, the Market Manager may designate some spaces as off-load only. Participants who rent more than one space are committed to that amount of space for each reserved session. As depicted in **Exhibit F**, a certified producer can only have three contiguous spaces of retail frontage, plus three contiguous spaces behind, for a total of six spaces. In corner spaces where space allows, certified producers can have up to and no more than six total spaces with four spaces of retail frontage. The corner space is charged as two stalls to account for the double retail frontage. The Market Manager has full discretion to determine whether, for an additional fee, a Participant may use an additional stall and/or parking space.

### **8.4 Stall and Parking Assignments**

When assigning stall spaces, Market Managers may consider the following:

- Consumer traffic flow
- Quality of product display, customer service, and Participant involvement
- Tenure of participation at Markets
- History of good relationships with consumers and other Participants
- Variety and quality of products
- Promotion of Markets and products

### **8.5 Stall Space Reassignment**

Participants' stall locations are not permanent. The Market Manager may reassign space locations for any Market session during the Market year and/or for the following Market year.

### **8.6 Restrictions on Stall Space**

A Participant may not switch, transfer, assign, or sublet its assigned stall space without AIM's prior approval.

### **8.7 Arrival**

Participants must arrive no earlier than two hours and no later than 30 minutes prior to the start of a Market. Market Managers have full discretion to vary arrival times based on local site conditions and regulations. If a Participant fails to arrive at least 30 minutes prior to the start of a Market, Market Managers may reassign Participant's stall space, require Participant to off-load their products for safety reasons, or prohibit Participant from participating in that day's Market.

### **8.8 Parking and Vehicles**

Participants' vehicles or stall set-up may not extend into fire lanes or consumer flow areas; all vehicles, merchandise, and tables must remain within the designated stall space. Parking of vehicles or trucks is at the discretion of the Market Manager, it being understood that there is no guarantee of on-site parking at each Market session.

### **8.9 Stall and Shelter Set-Up**

Participants must stabilize all tables, umbrellas, tarps, and products on display, including securing tents with weights at all times and in all weather conditions to prevent them from falling over or causing injury. Participants using umbrellas must ensure there is sufficient vertical clearance for consumers. Participants must cover all table tops and may not fill tables beyond load capacity. Stall set-up, signage, and table displays must be neat, orderly and aesthetically pleasing as determined by the Market Manager.

### **8.10 Electricity**

If electricity is needed, the Participant may, subject to applicable law and at Participant's expense, use a generator approved by the Market Manager that does not interfere with activity in surrounding stalls.

### **8.11 Waste Containers**

Participants must provide a waste receptacle for public use in their stall.

## **9. Stall Signage**

### **9.1 Permits, Licenses, and Certificates**

Participants must have all permits, licenses, certificates, and signage clearly identifiable and displayed at their stalls in accordance with these Rules, the Direct Marketing Rules, and all other applicable laws and regulations. Certified producers, for example, must post their certified producer certificates in a conspicuous location in their stalls. Participants who are selling non-agricultural food products are required to have a valid permit from the local jurisdiction.

### **9.2 Participant Identification**

Participants must clearly identify their business or farm name or the name of their establishment, and the city or town and county where their production occurs. Such identification must appear on a sign with lettering at least three inches in height.

### **9.3 Growing Practices**

Participants must fully and truthfully disclose all farming practices to consumers. This includes disclosure regarding greenhouse and hydroponic produce and plant production.

### **9.4 "We Grow What We Sell"; "California Grown"**

Certified producers must post a conspicuous sign or banner at their stalls that contains the statement "We Grew What We Are Selling," "We Raised What We Are Selling," "We Grow What We Sell", or a similar statement, in accordance with the Direct Marketing Rules. Certified producers may only use the terms "California grown," "California-grown," and similar terms when identifying products that have been produced in the state of California or harvested in its surface or coastal waters.

### **9.5 Organic Products**

Participants selling organic products must clearly label or have conspicuous signage identifying the products as organic, and must post a copy of their current State of California organic registration and, if applicable, documentation of their organic certification, all in accordance with the Direct Marketing Rules. If the Participant is selling both organic and non-organic products, the Participant must separate the products and clearly identify those that are organic.

### **9.6 Processed Agricultural Products**

Participants selling processed agricultural products must comply with the signage and label requirements relating to production requirements as set out in the Direct Marketing Rules.

### **9.7 No False or Misleading Statements**

Participants may not, in signage, labels, packaging, or oral statements to consumers, make false, deceptive, or misleading statements about the area of production, identity of the producer, or manner or method of production of their products, and otherwise must comply with Direct Marketing Rules requirements relating to statements about products and production. Participants must truthfully and fully disclose farming and production practices, and may not use equivocal terms such as "pesticide free" or "no sprays."



### **9.8 WIC Signage**

Certified producers must post a current-year sign designating them as acceptors of coupons from the Special Supplemental Nutrition Program for Women, Infants, and Children (“WIC”).

### **9.9 Prices**

Participants must post a clear, readable identification of price per unit for each commodity. All prices must be clearly marked or posted in two-inch minimum height letters/numbers and list each individual item for sale.

## **10. Product Packaging and Labeling**

### **10.1 Certified Producers**

Certified producers should minimally handle or process agricultural products before packing for a Market. Certified producers are discouraged from placing labels directly on the produce.

### **10.2 Fresh Fruits, Nuts, and Vegetables**

Participants who sell fresh fruits, nuts, and vegetables in closed containers must label such containers with the name, address, and ZIP code of the Participant, and a declaration of identity and net quantity of the commodity in the package. All such fresh fruits, nuts, and vegetables must comply with the Code.

### **10.3 Processed Agricultural Products**

Participants selling processed agricultural products must produce, package, and label their products in accordance with applicable law including, without limitation, Section 47004(c)(2) of the Code.

### **10.4 Eggs**

Eggs must be packaged and labeled in accordance with applicable laws. The packaging may not be labeled with the identity of anyone other than the certified producer responsible for producing the eggs.

### **10.5 Meat**

Ranchers must label all meat products individually, and labels must include ranch or farm of origin (the ranch that owned the broodstock) and county. If individual labeling is not practical, then ranchers must publicly display an easily readable sign listing origin information for all non-labeled items.

### **10.6 Fish**

Participants selling fish must label the fish with what type of fish it is, who caught it, and where it is was caught. If individual labeling is not practical, then fish sellers must publicly display an easily readable sign listing origin information for all non-labeled items.

## **11. Selling, Stalls, Set-Up, and Supplies**

### **11.1 Approved Products Only**

Participant may not sell any product at a Market that AIM has not approved for sale at that Market. Market Managers have full discretion to suspend the sale of any products that have not been approved by AIM, including physically removing such products from the Participant’s stall. Any Participant wishing to sell products during the year not approved by AIM at the time of admission must obtain AIM’s approval before selling the product. AIM may prohibit, limit, or relax limits on the sale of products throughout the Market year.

### **11.2 No Reselling**

Participants are only allowed to sell products that they produce themselves and are approved by AIM. Reselling of any products is strictly prohibited, and may result in immediate removal from the Market, or other disciplinary action as set out in Section 18.

### **11.3 Quality**

Any product not meeting maturity and quality standards as determined by applicable law including, without limitation, the California Code of Regulations, may not be sold at any Market. Products brought to a Market or offered for sale are subject to inspection at any time by AIM.

### **11.4 No Sales until Fully Set-Up**

Participants may not conduct sales until their stalls are fully set-up, with signs and prices posted and their stall tent and table secured.

### **11.5 Staffing in Stalls**

Individuals staffing stalls for Participants other than artisans and nonprofit organizations must be an owner, a family member of an owner of the business, or an employee of the business, and in all cases a lawful authorized representative within the meaning of Section 47004 of the Code. Artisans must ensure that the only persons staffing their stall are either the artisan herself/himself or an individual directly involved in the production of the items on display at the stall. Nonprofit organizations may staff their stalls with directors, officers, employees or volunteers of the organization. Nonprofit organizations may sell items only if approved in advance by AIM.

### **11.6 Food Service Ware**

Food purveyors and temporary food facilities must use biodegradable food packaging when using disposable food packaging, which includes cups, lids, plates, hinge containers, bowls, trays, cartons, cutlery, straws, and bags. Food purveyors and temporary food facilities may not provide prepared or take-out food in, on, or with disposable food packing that contains Styrofoam (polystyrene) or plastic of any kind. Temporary food facilities must use food packaging products that are fully compostable, that meet ASTM 6400 standards, and that are clearly labeled as compostable.

### **11.7 Plastic Bags**

Participants may not use plastic bags if plastic bags are prohibited by local laws.

### **11.8 Restrictions within Stall Space**

Participants must conduct all promotions and sales within their assigned stall space. No boxes, produce displays, or signs may extend into consumer walkways. Table frontages must be behind the set-up line designated by the Market Manager.

### **11.9 Scales**

Participants must use approved commercial scales that are certified by the relevant County Sealer, Office of Weights and Measures for the current year, and otherwise comply with the Direct Marketing Rules and other applicable laws.

### **11.10 Grape and Non-Grape Wine Sales**

All wine sales will be subject to AIM's authorization. Wine sellers must sell and operate in compliance with applicable law.

### **11.11 Beer Sales**

All beer sales will be subject to AIM's authorization. Beer sellers must sell and operate in compliance with applicable law. Beer sellers may only sell one day per week at each Market. Beer sellers may only sell sealed containers of beer; pre-filled and sealed growlers may be sold, but beer sellers may not refill any containers or growlers.

### **11.12 Commercial Resellers**

Certified producers may sell to chefs, schools, produce companies, market basket programs, and other commercial buyers at a Market provided that the Participant complies with all applicable laws, including, without limitation, laws relating to labeling, packaging, and receipts.

### **11.13 No Post-Market Sales**

Participants may not sell products at the Market after the end of the Market day.

### **11.14 Prohibited Activities**

Participants may not engage in conduct that hurts or could hurt the reputation or operation of Markets, including, without limitation, seeking tips from consumers or displaying or distributing petitions or political advertisements at their stalls.

### **11.15 Load Lists**

Certified producers must deliver load lists to the Market Manager at the end of every Market day in accordance with the Direct Marketing Rules. Each load list must include the following information:

- Name of the business (i.e., farm)
- Name of the business owner
- Certified producer certificate number
- Identity of each product sold as it appears on the certified producer's certificate
- Quantity of each product sold at the Market
- Authorized signature of the certified producer or employee

## **12. Pricing and Payment**

### **12.1 Pricing**

Participants must keep the same prices all day, including at later stages of the Market day. Participants may not engage in collusive or deceptive pricing practices. Participants, at their discretion, may offer discounted prices only to consumers who are participants in nutrition assistance programs such as WIC or CalFresh.

### **12.2 Nutrition Assistance Programs**

Participants must accept cash, WIC, CalFresh, Supplemental Nutrition Assistance Program, Electronic Benefit Transfer ("EBT"), Market Match and any coupons or coins from nutrition assistance programs in which Markets participate. Certified producers must participate in the Farmers' Market Nutrition Program. AIM encourages Participants to accept all coupons and EBT coins (cannot be used for hot foods) in a courteous and respectful manner. AIM must approve all payment of stall fees made using coupons (excluding WIC coupons) and EBT coins.

### **12.3 Returns**

AIM strongly encourages Participants to give consumers the benefit of the doubt and offer a full monetary refund or replacement of equal value when purchases are disputed.

## **13. Health and Safety**

### **13.1 Generally**

Participants must comply with local, state, and federal health laws, including the California Health and Safety Code. Participants must maintain their stall space in a clean, safe, and sanitary manner during the course of each Market day. Participants' activities, including operations and vehicle use in Markets, must not endanger consumers or other Participants.

### **13.2 Directions from Market Manager**

Participants must immediately comply with the Market Manager's directions in all matters relating to safety.

### **13.3 Protection**

Participants must display and store all food at least six inches off the ground, and all booths must have overhead protection where required by the Direct Marketing Rules. Participants may not engage in operations that result in permanent staining of concrete.

### **13.4 Sampling**

Participants who distribute food samples must comply with applicable local, state, and federal regulations. Stall staff must wash their hands after eating, drinking, smoking, or handling money before preparing, refilling, or otherwise handling samples. Additional sampling requirements are set out in **Exhibit G**. AIM may prohibit sampling by a Participant if the Participant fails to comply with these requirements.

### **13.5 Grape and Non-Grape Wine Sampling**

All wine tastings will be subject to AIM's authorization, and AIM will have full discretion in deciding whether to approve a tasting event. Wine sellers must sell and operate in compliance with applicable Direct Marketing Rules and public health regulations, labeling, permitting, documentation, and other laws, including, without limitation, Section 23399.4 of the California Business and Professions Code. When offering samples, wine sellers must comply with the following:

- Wine sellers must separate the instructional tasting event area from the remainder of the Market by a wall, rope, cable, cord, chain, fence, or other permanent or temporary barrier supplied by the wine seller
- Only one wine seller, member of the wine seller's family, or employee of the wine seller may conduct an instructional tasting event at each Market
- Wine sellers may not pour more than 3 ounces of wine per person per day
- No consumer may leave the instructional tasting area with an open container of wine
- No wine seller may give any premium, gift, free goods, or other item of value in connection with the instructional tasting event except as otherwise permitted by AIM

### **13.6 Beer Sampling**

All beer tastings will be subject to AIM's authorization, and AIM will have full discretion in deciding whether to approve a tasting event. Beer sellers must sell and operate in compliance with applicable Direct Marketing Rules and public health regulations, labeling, permitting, documentation, and other laws, including, without limitation, Section 23399.45 of the California Business and Professions Code. When offering samples, beer sellers must comply with the following:

- Beer sellers must separate the instructional tasting event area from the remainder of the Market by a wall, rope, cable, cord, chain, fence, or other permanent or temporary barrier supplied by the beer seller
- Only one beer seller, member of the beer seller's family, or employee of the beer seller may conduct an instructional tasting event at each Market
- Beer sellers may not pour more than 8 ounces of beer per person per day
- No consumer may leave the instructional tasting area with an open container of beer

- No beer seller may give any premium, gift, free goods, or other item of value in connection with the instructional tasting event except as otherwise permitted by AIM

### **13.7 Fire Safety**

Participants are required to comply with applicable fire safety regulations and with directions from the fire department with respect to fire safety.

## **14. Conduct**

### **14.1 Generally**

Common courtesy and respect are essential to Market success. AIM expects Participants to be honest and to conduct themselves in a courteous, friendly, and professional manner towards consumers, Market Managers, and other Participants. Participants may not make slanderous or harmful remarks about other Participants or their products, about other farmer's markets, or about Market Managers and other AIM staff.

### **14.2 Harassment and Discrimination**

It is AIM's policy that no consumer, Market Manager, AIM employee, or Participant will be subjected to any form of harassment, discrimination, retaliation, or abusive conduct by any other consumer, employee, or Participant at a Market. This includes any verbal, physical, written, or visual harassment, discrimination, or retaliation on the basis of race, religion, color, national origin, disability, gender, gender expression, sexual orientation, veteran status, or other characteristic protected by law. All Participants will comply with this policy. As set out in Section 18, AIM may immediately suspend or terminate the participation of any Participant who violates this policy.

### **14.3 Consumer Complaints**

AIM expects Participants to resolve consumer complaints promptly and courteously, including accepting returned products and providing refunds.

### **14.4 Knowledge of Product**

AIM expects Participants to be knowledgeable about their products and how they are produced, and to communicate this information clearly and accurately to consumers.

### **14.5 Smoking**

No smoking of tobacco, cannabis, or any other substances is permitted within 25 feet of the common commerce area at any Market.

### **14.6 Alcohol**

Except as permitted by law and these Rules with respect to winegrowers and beer manufacturers, possession of open containers and consumption of alcoholic beverages are strictly prohibited in the Market.

### **14.7 Animals**

No animals other than service animals are permitted within 20 feet of Market boundaries.

### **14.8 Noise**

Participants may not play music or radios at their stall, or engage in loud hawking or shouting to promote products.

### **14.9 Bicycles, Skateboards, and Similar Items**

No bicycling, skateboarding, roller-skating, or riding of scooters is permitted in any Market.

### **14.10 No Solicitation**

Solicitation of any kind, whether by Participants, consumers, or members of the public, and whether involving solicitation for sales of goods or services, shopping at other markets, political campaigns, or other topics, is not permitted at Markets.

#### **14.11 No Commercial Video or Photography**

AIM does not permit videotaping, filming, recording, or photography at Markets for commercial purposes without the prior written consent of AIM management.

### **15. Free Speech Zone**

#### **15.1 Generally**

Each Market has a single designated "Free Speech Zone." Individuals wishing to use the Free Speech Zone must fill out a sign-in sheet which is available at the AIM website, and which the Market Manager will make available at the information booth in the Market. AIM instituted these rules to protect the safety of Participants, to preserve the ambience of Markets, and to respect the free speech rights, where applicable, of people who visit Markets. Violation of any of these Rules may result in an individual's removal from the Market and/or a denial of later access to the Free Speech Zone at all Markets. For clarity, AIM's provision of a Free Speech Zone does not necessarily reflect that individuals have constitutionally protected free speech rights at a particular Market location.

#### **15.2 Space Assignment**

Market Managers will assign space to an individual wishing to use the Free Speech Zone on the day requested. Spaces are limited; Market Managers will assign them strictly on a first-come, first-serve basis.

#### **15.3 Non-Discrimination Policy**

Market Managers will not grant or deny space on the basis of race, religion, color, national origin, disability, gender, gender expression, sexual orientation, veteran status, or other classification protected by California law.

#### **15.4 Set-Up**

Individuals may set up a card table or folding table no larger than six feet by three feet in their assigned space. Larger tables are not permitted because they impede the flow of traffic and create safety hazards during emergency evacuations. Because umbrellas and tents can cause injuries if they are not adequately set up and secured, individuals using the Free Speech Zone, like all Participants, are not permitted to set them up without providing the Market Manager with evidence of liability insurance coverage and naming AIM as additional insured. In addition, individuals using the Free Speech Zone must follow all set-up and tie-down requirements set out in these Rules.

#### **15.5 Conduct**

Individuals must respect Participants' right to privacy by not pushing unwanted materials on them. AIM encourages individuals using the Free Speech Zone to restrict their distribution of flyers and other material, both to cut down on waste and to avoid the buildup of trash that could impede the flow of traffic in the Market. To respect the right of all people in the Free Speech Zone to be heard and to allow our Participants to hear emergency evacuation alarms, AIM does not allow amplification equipment in the Free Speech Zone.

### **16. Clean-Up and Exit**

#### **16.1 End of Market Day**

Participants may not depart until 30 minutes after Market closing. Participants will have one hour to take down and clean up their stalls. Market Managers will have full discretion to direct exit on poor weather Market days.

#### **16.2 Pick-Up and Waste Disposal**

Before leaving a Market, Participants must collect and remove all debris in their stall space and in an area halfway into the consumer traffic area, without regard to whether the debris originated from their stall space. Participants must dispose of all trash in an off-site location

and are not permitted to place any trash or debris in AIM receptacles, city dumpsters, or drains. Such debris include, without limitation, oil, grease, and wastewater from sampling or cleaning activities.

## **17. Records, Stall Inspections, and Site Audits**

### **17.1 Generally**

AIM conducts records reviews, stall inspections, and on-site audits of farms, ranches, processing facilities, boats, workshops, and studios (collectively, “sites”) to verify that Participants are carrying out their activities in accordance with these Rules. AIM carries out such inspections in line with AIM’s commitment to compliance with the Direct Marketing Rules, market integrity, consumer trust, and producer fairness.

### **17.2 Records**

Participants must provide to AIM, upon AIM’s request, documents and records relating to current growing practices, permits, licenses, insurance coverages, staffing, tax-exempt status, and other matters. Participants must cooperate with AIM in connection with these requests and any follow-up actions. In addition, Participants must send copies of updated documents to AIM should they expire or should circumstances change during a Market year.

### **17.3 Stall Inspections**

AIM may, at any time with or without notice, inspect stalls of Participants for compliance with these Rules. Participants will cooperate with AIM in connection with these inspections.

### **17.4 Site Audits**

AIM regularly conducts site audits of certified producers participating in Markets, and may in its full discretion conduct site audits of other Participants. AIM may select a Participant for an audit based on a number of factors, including, without limitation, observations made during stall inspections, product growing seasons, periodic schedules, scheduled visits to other farms or facilities in the area, information supplied by third parties, or other factors. In addition, as provided in Section 3.3, new applicants who wish to sell certifiable agricultural products will not be admitted unless and until AIM completes a site audit and is satisfied with the results of the audit. As noted in Section 3.3, AIM may also conduct audits for other Markets, and, as such, may inspect a Participant in carrying out an audit for itself or for another Market.

### **17.5 Site Audit Process**

The site audit process generally will include the following steps:

- AIM will conduct records and stall inspections as described in Sections 17.2 and 17.3.
- AIM will advise the Participant of its intent to conduct an on-site visit.
- AIM and the Participant will agree on a date for the visit. In the case of certified producers, AIM typically will request that a certified producer have available its current certified producer certificate, a map of locations where products are being grown, harvested, or stored and a list of items the certified producer proposes to sell. AIM will make appropriate requests of other types of Participants.
- AIM will visit the site. AIM will walk the site, interview the Participant, take notes regarding its findings, and collect data in audio, video, photographic, or written form, as appropriate, including possibly recording interview conversations.
- The Participant should accompany AIM representatives throughout the site visit. AIM consultants and other collaborators may accompany AIM staff during an audit.

- AIM will advise the Participant of AIM's determination with respect to the results of the audit.

AIM may refine or otherwise change this process in its full discretion.

### **17.6 Conduct**

If a Participant, or its employees, contractors, family members, or other persons associated with the Participant attempt to coerce, manipulate, harass, abuse, bribe, threaten, or blackmail an AIM inspector in connection with records requests, stall inspections, or site audits, the Participant will be subject to disciplinary action under Section 18.3.

### **17.7 Inspection Consequences**

A Participant (a) whom AIM cannot conclude to its satisfaction is growing or producing all the products it sells or intends to sell at Markets; (b) who fails to cooperate with AIM in connection with records reviews, stall inspections, or site audits; or (c) who otherwise fails an AIM review, inspection or audit, is subject to action by AIM including disciplinary action under Section 18. By way of example and not of limitation, AIM may carry out a follow-up review, inspection or audit, require Participant to develop a corrective action plan, suspend or terminate Participant's participation in Markets, or make disclosure to relevant persons as provided in Section 18. In addition, if AIM decides, on the basis of a stall inspection, to conduct a site audit, AIM may suspend such Participant's participation until it completes the audit.

### **17.8 Inspection Materials**

For purposes of these Rules, "inspection materials" means information and observations obtained in the course of records review, stall inspections, and site audits including, without limitation, audio recordings, video recordings, photographs, written notes and reports, and inspection-related communications to and from Participants. AIM may in its full discretion make copies of inspection materials available to Participants, but Participants understand and agree that inspection materials are internal records of AIM and that Participants are not entitled to review, obtain, or make copies of any inspection materials at any time.

### **17.9 Disclosure of Inspection Violations**

AIM and other certified farmers' markets have a common interest in ensuring producer and market operator compliance with California law including the Direct Marketing Rules, preserving the integrity of the farmers' market sector, maintaining consumer confidence in farmers' markets, and providing a level playing field for all producers. Producers selling only what they grow is central to these concerns. To that end:

- AIM may, at any time, in its full discretion, disclose inspection materials and disciplinary decisions related to inspection violations to governmental authorities, including, without limitation, the California Department of Food and Agriculture and the Agricultural Commissioner of relevant California counties.
- AIM may interact with the relevant Agriculture Commissioner if AIM has reasonable suspicion of a violation by a Participant of Section 890 of the Code, all as contemplated by the Direct Marketing Rules.
- AIM may, in its full discretion, disclose to other certified farmers' markets, after a decision is rendered in a Participant's appeal or the expiration of the appeals period as defined in Section 18.5, inspection materials and disciplinary decisions related to inspection violations.
- AIM may, at any time, in its full discretion, disclose to other Participants, consumers, and other third parties the fact that AIM has suspended or expelled a Participant for failure to comply with these Rules.



Participants are not entitled to inspect or approve any disclosure to any person prior to its release.

### **17.10 Inspection-Related Consents**

Each Participant expressly consents to the following:

- Requests by AIM from other certified farmers' market operators for references and other information concerning the Participant including, without limitation, the Participant's record of compliance with such operator's market rules and regulations.
- AIM's inspection and audit program as set out in this Sections 17, including, without limitation: (a) production of documents and records; (b) pre-admission inspection and site audit; (c) stall inspections at any time during Market hours; (d) site audits and presence on Participant's property of AIM inspectors and other persons accompanying AIM inspectors; and (e) data collection by AIM including through audio, video, photographic, or written means, interviews of Participant and Participant's employees, and recording of such interviews.
- AIM's disclosure of inspection violations as set out in this Section 17.10 including, without limitation: (a) AIM's disclosure of inspection materials and disciplinary decisions to government authorities; (b) AIM's disclosure of inspection materials and disciplinary decisions to other certified farmers' markets; and (c) AIM's disclosure of suspension or expulsion decisions to other Participants, consumers, and other persons.

### **17.11 Other Aspects of Inspections and Audits**

The presence of Market Managers or other AIM staff at a stall or site, and any statements they may make to a Participant in the course of such visits, will not limit or affect in any way the Participant's obligation to comply with these Rules, the Direct Marketing Rules, and other laws. This Section 17.11 does not impose any duty on AIM to inspect any record, stall, or site or assume any liability of any kind arising from inspecting or not inspecting any record, stall, or site. An audit by AIM is targeted in nature and does not entail a review of, or a statement or assurance regarding, agricultural, employment, or food safety practices, environmental compliance, or other matters.

## **18. Discipline and Termination**

### **18.1 Approach**

AIM's approach to enforcement of these Rules centers around four principles:

- AIM will implement and enforce all rules and regulations pertaining to the operation of Markets in a fair and equitable manner
- Participant compliance with the Rules and applicable laws is essential to Market success for all Participants, to the integrity of the Markets, and to a positive consumer and community experience
- Resolution of issues through notice, discussion, and agreement is preferable to formal disciplinary action whenever possible
- Participants will have an opportunity to speak to the AIM Board regarding potential termination decisions, and will have an opportunity to appeal any fines, suspension or termination decisions

### **18.2 Violations**

Any violation of these Rules may give rise to disciplinary action as specified Section 18.3. These violations include, without limitation:

- Failing to comply with applicable laws, including the Direct Marketing Rules, weight and measures regulations, and health and safety regulations
- Selling products not of the Participant's own production, as determined through audits or otherwise
- Making false representations to consumers or to AIM including, without limitation, false statements about the source of products
- Harassment of or discrimination towards consumers, Market Managers, or other Participants on the basis of race, religion, color, national origin, disability, gender, gender expression, sexual orientation, veteran status, or other classification protected by California law
- Failing to comply with Market Manager directions, or otherwise acting disrespectfully towards Market Managers
- Using rude, abusive, discourteous, or threatening language or conduct
- Causing or maintaining unsafe or unsanitary conditions at the Market
- Obstructing another Participant's ability to transact business at the Market
- Displaying false or misleading signage
- Failing to post prices prominently and/or maintain prices throughout the Market day
- Failing to arrive at a confirmed Market without prior notice or to pay stall fees or other amounts owed to AIM on a timely basis as described in Sections 7.3, 7.4, and 7.7
- Failing to satisfy consumer complaints as described in Section 18.6
- Excessive cancellations or no-shows as described in Sections 7.3 and 7.4
- Failing to turn in a load list

This list of violations is illustrative only; any violation of these Rules is subject to disciplinary action.

### **18.3 Disciplinary Actions**

AIM may take disciplinary action against any Participant who violates these Rules.

Disciplinary actions include, without limitation:

- Ordering immediate stall closure and Participant departure from the Market for the balance of the market session
- Limiting space and product offerings in future market sessions
- Conditioning future participation and operations on modification of current practices
- Suspending participation in Markets
- Terminating participation in any or all Markets for the current year
- Declaring the Participant ineligible for participation in future years
- Removing unapproved, improperly packaged or labeled, or poor-quality products, or inappropriate signage, from Participants' stalls

AIM may disclose issues relating to Participant conduct to relevant government agencies as provided in Section 17. As provided in Section 4.2 of these Rules, a Participant’s history of compliance with the Rules and applicable laws, with consumer complaints, with Market Manager directions—and conduct towards Market Managers generally—may be taken into consideration by AIM in admitting Participants for participation in future years.

**18.4 Disciplinary Process**

The disciplinary process generally works as follows:

|                                      |  |
|--------------------------------------|--|
| <b>Market Manager Discretion</b>     | The Market Manager has full discretion in initiating disciplinary measures.  |
| <b>Notice</b>                        | The Market Manager will provide oral notice of the violation to the Participant. The Market Manager may seek to resolve the violation through discussion with, and development of a corrective action plan by, the Participant. In matters arising from stall inspections or on-site audits, other AIM members (e.g. the staff members who conducted the inspection or audit) may provide the notice.  |
| <b>Initial Disciplinary Action</b>   | If the situation is not resolved to the Market Manager’s satisfaction, the Market Manager may take any action he or she deems appropriate, including, without limitation: directing the Participant to close for the day and leave the Market, to remove inappropriate signage, to stop selling a certain product, and requiring the Participant to change his or her practices for future Market sessions.  |
| <b>Suspension</b>                    | If the Market Manager determines that the Participant should be suspended from participation, the Market Manager will refer the matter to the Executive Director (or equivalent senior executive). The Executive Director has authority to and may in his or her discretion suspend a Participant for one or more Market sessions. The Executive Director will notify the Participant of the recommended suspension, describing the reasons for the recommendation and advising the Participant of his or her right to speak with the Executive Director regarding the recommended suspension. The Executive Director will notify the Participant in writing of his or her decision regarding the suspension. The notice will include the factual basis for the decision and the disciplinary action taken by the Executive Director. The suspension will take effect upon delivery of the notice of suspension. |
| <b>Termination Process</b>           | If the Market Manager determines that the Participant should be barred from participation at a Market for the current and/or future years, the Market Manager and Executive Director will bring the matter before the AIM Board. In cases arising from inspections or audits, a committee of the AIM Board may meet with the staff members who conduct the inspections or audits, and the committee may invite the Participant to attend the meeting. The committee may make a recommendation to the AIM Board.  |
| <b>Termination Review and Notice</b> | The AIM Board has sole and final discretion in terminating participation privileges. The AIM Board will notify the Participant of the recommended termination, describing the reasons for the termination and advising the Participant of his or her right to speak with the AIM Board regarding the recommended termination. The AIM Board will seek to make a decision as promptly as possible after the Participant’s appearance before it. The AIM Board will notify the Participant in writing of its decision regarding the termination. The notice will include the factual basis for the decision and the disciplinary action taken by the AIM Board. The termination will take effect upon delivery of the notice of termination.   |

### **18.5 Appeal**

A Participant may appeal a suspension or termination by submitting a written petition to the AIM Board within two weeks after notification of suspension or termination. In that petition, the Participant should explain the basis for the appeal, the relief requested by the Participant, and any proposed undertakings or commitments by the Participant relating to the problems that gave rise to the disciplinary action. The AIM Board, which may appoint a committee to review appeals, may uphold, reverse, or modify suspension or termination decisions in its full discretion. The AIM Board will seek to make a decision as promptly as possible after receipt of the appeal petition. The AIM Board will notify the Participant in writing of its decision regarding the appeal. The AIM Board's decision will be final and binding.

### **18.6 No Compensation for Suspension or Termination**

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

### **18.7 Written Consumer Complaints**

AIM will advise Participants of written complaints AIM receives from consumers about product quality, conduct, or unfair practices, and will take action as follows. For the first complaint, AIM management will issue a written notice to the Participant, including the date, time, and nature of the complaint, as well as a copy of the original complaint. A second complaint from any consumer may result in AIM management bringing the matter before the AIM Board, which will determine the appropriate course of action, including taking the disciplinary actions set out above. A third complaint from any consumer may result in a decision by the AIM Board to terminate, permanently, participation by the Participant in all Markets.

### **18.8 Participant Complaints**

Participants are welcome at any time to bring forward to the AIM Board any issues, grievances, concerns, or complaints they may have about market operations. Participants must present such issues and complaints in writing. Providing timely written notice of a complaint does not entitle the Participant to a meeting with the AIM Board.

### **18.9 No Limits on Other Rights**

The process described in this Section 18.9 does not: (a) limit AIM's ability to enforce its rights under these Rules; (b) limit or qualify a Participant's obligation to comply with applicable law or the Rules; or (c) limit AIM's right to notify and/or involve government authorities or other third parties as it may determine.

## **19. Relationship**

### **19.1 Method of Work**

Participants are solely responsible for the planning, management, and carrying out of their production and marketing activities and their operations in Markets, regardless of whether or not the Participant obtains educational, marketing, or technical support from AIM. Participants are solely responsible for the actions of their employees, contractors, and volunteers.

### **19.2 Relationship**

Nothing in these Rules creates an employment, partnership, joint venture, fiduciary, or similar relationship between any Participant and AIM.

### **19.3 No Guarantees**

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

### **19.4 Publicity and Media Consent**

Participants consent to the use by AIM of Participant's image, voice, name, and/or story in any format, including video, print, or electronic (collectively, "Materials"), as AIM may deem appropriate in connection with its marketing, consumer education, fundraising, and other outreach activities. AIM may make the Materials available at its full discretion to third parties on AIM's website, in AIM's publications, or through any other media outlet, including social networking websites. AIM owns all copyrights and other rights in the Materials. AIM retains full discretion in determining if and how to publicize Participants in conjunction with AIM activities. Each Participant understands that it is not entitled to inspect or approve versions of the Materials prior to their use, or to receive any payment.

### **19.5 Use of AIM Name and Logo**

Participants will not use the trademarks, trade names, copyrights, or other intellectual property belonging to AIM (together, "Marks") without first obtaining the prior written consent of AIM, except that Participants may on their websites or other marketing materials identify themselves as a participant in a Market and use Marks during such time that they are current Participants. This license to Participants is non-exclusive, non-transferable, non-sublicensable, and is revocable by AIM at any time. A Participant will use the Marks only in the forms provided to it by AIM and will not combine any trademarks included in the Marks with any other trademark or design. If AIM objects to any use of the Marks by a Participant; the Participant will terminate this use within 10 days after AIM contacts Participant. Each Participant acknowledges that it has no interest in the Marks other than the rights granted under these Rules.

## **20. Insurance and Liability**

### **20.1 Insurance**

At all times when participating in any Market, every Participant other than entertainers must maintain, at its sole expense, commercial general liability insurance including products liability, blanket contractual liability, and personal injury coverage with a combined single limit of \$1 million per occurrence for bodily injury, including death and property damage. This policy must name AIM as an additional insured. Artisans are not required to purchase products liability insurance. In addition, every Participant must maintain automotive liability insurance for both owned and non-owned vehicles used by the Participants. Participants must provide evidence of these coverages to AIM in a form acceptable to AIM prior to commencing operations at any Market and otherwise upon AIM's request as provided by Section 17.2 of these Rules.

### **20.2 Taxes**

Each Participant is solely responsible for all tax returns, disability, unemployment insurance, workers' compensation, and other payments required by any federal, state, or local tax authority, including sales taxes, in connection with its participation in a Market. Each Participant is solely responsible for its own disability, unemployment insurance, workers' compensation, and similar arrangements and contributions.

### **20.3 Indemnification**

Each Participant will defend, indemnify and hold harmless each of AIM, its officers, directors, agents, volunteers, donors, and employees (together, "AIM Parties"), and relevant Market site owners and operators, from and against any and all third-party claims, losses, damages, demands, and expenses, including attorneys' fees, that such AIM Party may suffer arising from (a) Participant's participation in a Market, including, without limitation, sale and consumption by individuals of products sold by a Participant and

operation and set-up by a Participant of its stall space, whether that claim involves product liability, consumer protection, or any other tort or legal claim; or (b) any violation by the Participant of its obligations under these Rules or any applicable laws. Participants will have no obligation to indemnify an AIM Party to the extent the liability is caused solely by such AIM Party's gross negligence or willful misconduct.

#### **20.4 No Responsibility for Personal Property**

Participants understand that their safety is their own personal responsibility, and understand that AIM is not responsible for the security of their Participants' personal property, including, without limitation, property left in stalls, vehicles, and parking spaces.

#### **20.5 No Responsibility for Conduct**

Participants understand that AIM is not responsible for the conduct of consumers, other Participants, and other Market visitors.

#### **20.6 Loss or Relocation of Site**

Participants acknowledge and understand that AIM operates Markets on leased or licensed properties. AIM will have no liability whatsoever to any Participant if AIM loses access to a site, relocates a Market, or takes other action, as a result of changes in its relationships with site owners.

#### **20.7 Force Majeure**

Each Participant agrees that neither AIM Parties nor site owners or operators will be liable for damages of any nature whatsoever to Participant caused by circumstances beyond AIM's control, including, without limitation, acts of God, theft, riot, the interruption of any public utility service, or any other force majeure event.

## **21. General Provisions**

#### **21.1 Entire Agreement**

These Rules, including the Exhibits, set out the final, complete, and exclusive agreement between AIM and Participants, and supersedes all prior versions of these Rules, any prior discussions and correspondence, and any course of dealing or course of performance between AIM and any person relating to the operation of the Markets. Each Participant acknowledges and understands the provisions contained in these Rules and confirms its agreement to them.

#### **21.2 Compliance with Laws**

Each Participant, at its expense, will ensure that its operations, including certification, production, signage, sampling, sales, displays, set up, and clean-up, comply with the Direct Marketing Rules and with all food, retail food facility, health, safety, packaging, labeling, labor, employment, and other laws applicable to the Participant's participation in a Market. It is the sole responsibility of each Participant to ensure that its operations comply with such legal requirements.

#### **21.3 Third-Party Beneficiaries**

Except as specifically provided in Section 20.3, these Rules are for the exclusive benefit of AIM and Participants and not for the benefit of any third party including, without limitation, any employee, volunteer, family members, contractor of a Participant, or any other Participants or consumers.

#### **21.4 Waiver**

Any waiver by AIM under these Rules must be in writing and signed by AIM. Failure, neglect, or delay by AIM at any time to enforce a provision of these Rules will not be considered a waiver of AIM's rights under these Rules. Waiver of any breach or provision of these Rules or failure to enforce any breach or provision of these Rules will not be considered a waiver of any later breach or the right to enforce any provision of these Rules.

**21.5 Modification**

AIM may amend these Rules in its full discretion. It will notify Participants of any changes made during a Market year and will provide all applicants with a copy of the current Rules during the application process.

**21.6 Severability**

If any provision in these Rules 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.

## **Exhibit A: Market Days and Hours**

### **Year-Round Markets:**

- Clement Street (Sundays, 9:00AM – 2:00PM)  
200 Clement Street, San Francisco, CA 94118
- Grand Lake (Saturdays, 9:00AM – 2:00PM)  
Lake Park Avenue, Oakland, CA 94610
- Hayward (Saturdays, 9:00AM – 1:00PM)  
777 B Street, Hayward, CA 94541
- Newark (Sundays, 9:00AM – 1:00PM)  
2086 Newpark Mall, Newark, CA 94560
- San Rafael (Thursdays, 8:00AM – 1:00PM)  
10 Avenue of the Flags, San Rafael, CA 94903
- San Rafael (Sundays, 8:00AM – 1:00PM)  
3501 Civic Center Drive, San Rafael, CA 94903
- Stonestown (Sundays, 9:00AM – 1:00PM)  
3251 20th Avenue, San Francisco, CA 94132



## Exhibit B: Second Certificates

As referenced in Section 2.10, no certified producer may sell certifiable agricultural products produced on land controlled by a third party without a valid second certificate. Participants using second certificates must comply with the following requirements:

1. Within a 12-month period, a certified producer may not be represented by more than 2 other certified producers, and a certified producer may not represent more than 2 other certified producers.
2. 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 names of the certified producer and certified producer selling the second certificate products.
3. Signage must clearly identify what products are produced at each farm. Participants must comply with growing practices and signage requirements for each set of products.
4. The certified producer that is selling for another certified producer must be selling, or offering for sale at a Market on the same day, products which the certified producer that is conducting the sales has produced itself and which comprise at least 75% of the volume of products the certified producer is selling. 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.
5. The certified producer 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.
6. Commission sales and buying and selling between certified producer's markets is prohibited at Markets. Any payment made for the service of one certified producer selling for another certified producer must not be related to the volume or value of the products sold.
7. A certified producer selling products at a Market on behalf of another certified producer or whose products are sold by another certified producer at a Market must keep, for a period of not less than 3 years, the following records relating to such products: (a) 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; (b) 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 (c) the names of the certified producers involved.
8. Certified producers using second certificate crops must pay a supplemental stall fee as established by AIM management.

## **Exhibit C: Entertainer Rules and Requirements**

1. Entertainers should be ready to perform at the start of the Market session and perform for the duration of the full Market session.
2. Entertainers must provide their own shade equipment and properly secure it. Breaks are allowed during the Market session, at the entertainer's discretion. Due to the intimacy of farmers' markets, entertainers must keep the volume at a level such that it does not interfere with nearby Market activity. Failure by an entertainer to comply with a Market Manager request to reduce the volume may result in the entertainer not being asked or allowed to perform again at any Market.
3. Entertainers wishing to play amplified music must obtain pre-approval from the Market Manager. Any pre-recorded music played during breaks must be kept at a minimum volume level as approved by the Market Manager.
4. AIM will provide entertainers with a small stipend in an amount determined by AIM in its full discretion. Entertainers are not obligated, but are encouraged, to pay registration fees to AIM.
5. Market Managers must approve any goods, including, without limitation, CD's and T-shirts, that an entertainer wishes to sell at a Market.

## Exhibit D: Rancher Production and Selling Requirements

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|                                     |   |
|-------------------------------------|---|
| <b>Source Verification</b>          | <ul style="list-style-type: none"><li>• Only meat that has been source verified by AIM is allowed at Markets. Source verification entails an AIM ranch audit and/or a review of source verification documentation which may include, without limitation: brand inspections, slaughterhouse receipts, insurance, etc. AIM must approve all ranches/farms prior to their participation at a Market. Such approval may involve an on-site audit.</li><li>• All meat sold at Markets must be clearly labeled with the ranch of origin (the ranch that owned the broodstock), regardless of whether it is a rancher's product or resold product. Labels must list the broodstock ranch's business name and county on each package/product.</li></ul>   |
| <b>Production Requirements</b>      | <ul style="list-style-type: none"><li>• All livestock must be slaughtered in USDA-inspected facilities in accordance with federal law except where exemption is allowed under law.</li><li>• All meat products must be processed, packaged, and made in USDA-approved facilities and all primary packaging must display proper USDA labeling.</li><li>• All meat products must be stored in USDA-approved storage facilities prior to sale.</li><li>• AIM may request receipts from rancher to verify rancher's representations.</li><li>• AIM does not allow the selling of meats that come from Animal Feeding Operations ("AFO"). An operation is an AFO if animals are confined for at least 45 days in a 12-month period, and there is no grass or other vegetation in the confinement area during the normal growing season.</li></ul>  |
| <b>Selling Requirements</b>         | <ul style="list-style-type: none"><li>• All meat products must come from animals raised by rancher with the exception that ranchers are allowed to sell meat from other California ranches and farms with AIM's prior written approval.</li></ul>   |
| <b>Resold Products Requirements</b> | <ul style="list-style-type: none"><li>• A minimum of 25% of a rancher's annual sales must be their own product. Meat produced by a member of the immediate family (mother, father, siblings, or children) of a rancher will be treated as the product of the rancher, and not as resold product.</li><li>• All resold product must be displayed separately (either physically or by signage) from a rancher's own product at market stands.</li><li>• Ranchers may sell resold product from one additional ranch per species (e.g. beef, veal, goat, lamb, buffalo, chicken, duck, game birds, pork, rabbit) per Market, upon approval by AIM. Ranchers must submit contact information, an annual plan, and source verification documentation for all resold product.</li><li>• Ranchers selling resold product must pay a supplemental stall fee as established by AIM.</li></ul> |

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## Exhibit E: Fish Seller Rules and Requirements

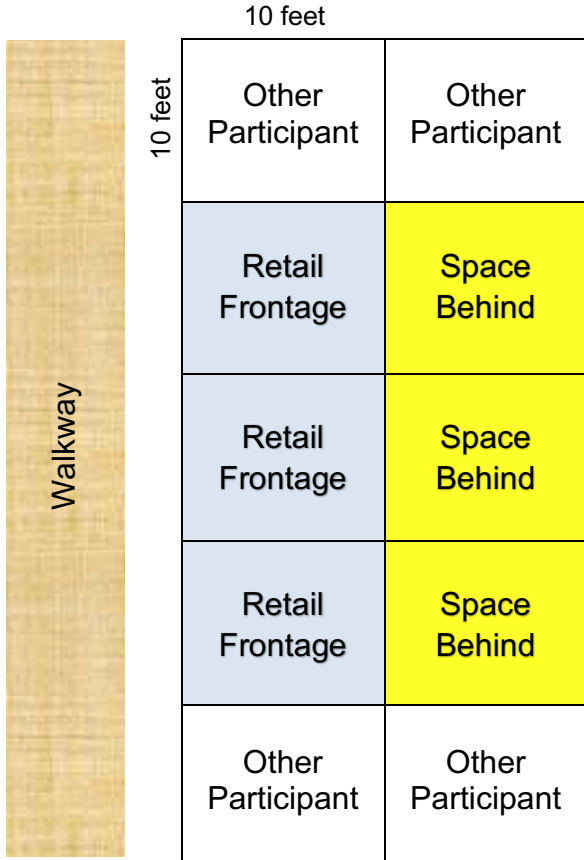
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|                        |  |
|------------------------|--|
| <b>Waters</b>          | A fish seller may sell only fish caught in United States waters from the California/Mexico Border to the northern-most tip of Alaska within a 200-mile range of the coastline.   |
| <b>Method of Catch</b> | Fish sellers may only sell fish caught by sustainable gear that does not damage habitat and take unwanted by-catch. Acceptable methods of catch include rod and reel, trap, troll and, for black cod, seine and set long line. A fish seller may not sell fish caught by trawl, drag, or open ocean gill or drift net.   |
| <b>Aquaculture</b>     | A fish seller may not sell aquacultured finfish unless the production is freshwater and land-based in California. A fish seller may not sell aquacultured shellfish unless the production takes place in California.   |
| <b>Own Catch</b>       | A fish seller must catch 25% of the fish offered for sale based on his or her retail sales in a calendar year. A fish seller must separate his or her own catch from fish bought from other fish sellers. All fish offered for sale must be verified by landing receipts/transfer receipts/producer receipts or wholesaler receipts/invoices. The 25% of annual sales catch rule may be re-evaluated when necessary or every 5 years. AIM may request landing receipts/transfer receipts/producer receipts or wholesaler receipts/invoices from fish sellers once a quarter, or on an as-needed basis. |
| <b>Labeling</b>        | All fish sold must be labeled with what type of fish it is, who caught it, and where it is from.   |
| <b>Certification</b>   | All fish sellers may be required to be certified by an appropriate third-party certification agency (Marine Stewardship Council, etc.) that the fish they catch and sell, as well as the fish they are reselling, are certified and sustainable.   |

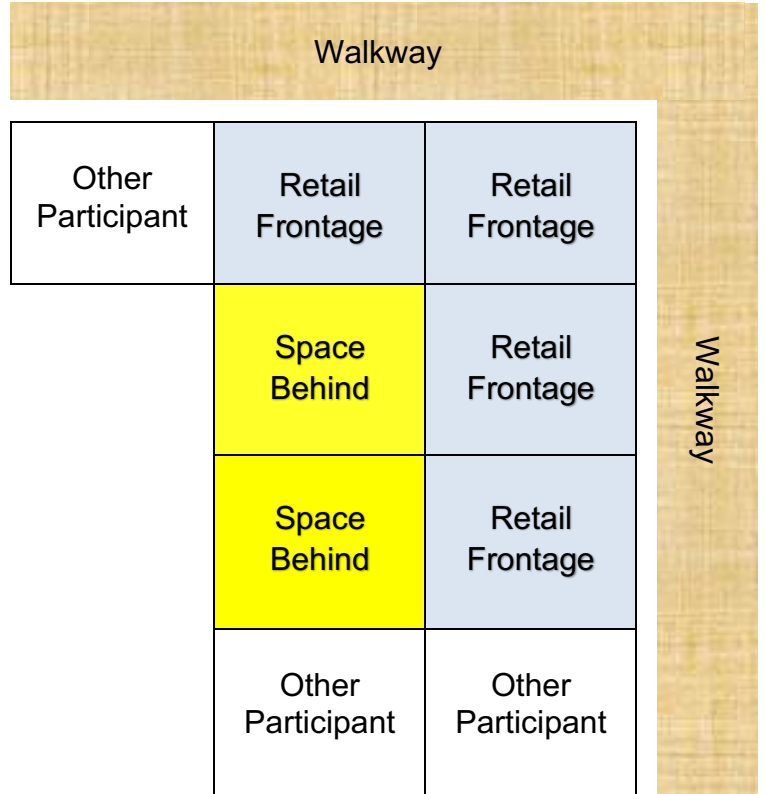
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## Exhibit F: Certified Producer Stall Space Diagrams

### Stall Spaces (Not Corner)



### Corner Stall Spaces



#### **Explanation**

All stall spaces will be 10 feet by 10 feet. Certified producers may only have 3 contiguous stall spaces of retail frontage (blue above), and 3 spaces behind (yellow above) for a total of 6 spaces. Non-colored "Other Participant" spaces above indicate another Participant's stall space. For corner stalls, certified producers can have up to, and no more than, 6 total spaces with 4 spaces of retail frontage. The corner space is charged as 2 stalls for retail frontage.

## **Exhibit G: Additional Sampling Requirements**

1. Any trimming of produce or preparation of produce for sampling must be done so that trimmings fall into a compost container; there must also be a tarp or similar protective barrier placed between the work area or compost container and the ground.
2. Keep samples in clean, covered containers, as required by applicable law.
3. Use toothpicks or disposable utensils to distribute the samples.
4. Dispose of pits, peels, and rubbish in leak-proof garbage receptacles with close-fitting lids.
5. Use clean, disposable plastic gloves when cutting produce for samples.
6. Produce intended for sampling must be washed and cleaned.
7. Utensils and cutting surfaces must be washed and sanitized.
8. Cutting surfaces must be smooth, non-absorbent, and easily cleanable.
9. No sampling may take place outside of the Participant's stall.
10. When providing samples of any kind, a trash receptacle must be available for public use.