

# EL DORADO COUNTY FAIR FARMERS MARKET RULES July 2020

The El Dorado County Fair Association (EDCFA) is hosting “The Fair Market” farmers market and is certified by the County Agricultural Commissioner as a direct marketing outlet for producers of certified and non-certified agricultural products. These producers may sell their agricultural products directly to consumers without meeting the usual size, standard pack and container requirements for such products except in the case of eggs and pre-packaged items. All produce must meet minimum quality standards.

1. Non-agricultural goods are allowed in the non-certified section of the Market. All non-agricultural goods must be hand made locally (within El Dorado County).

2. Current space fee for The Fair Market is: \$25 for 10x10 space or \$20 for members of the EDCFA.

3. To become a seller at the Fair Market, an application to sell must be submitted. All items intended for sale must be listed on the application. Accompanying the application should be copies of all required certificates, permits and proof of insurance. Upon acceptance, payment for space is due.

4. Sellers must grant permission to the EDCFA Market Manager to enter the seller's premises for the reasonable inspection of: land, facilities, proof of ownership, other applicable agreements, in order to determine whether the seller is in compliance with approved application.

5. Sellers shall only display and/or advertise for items that have been approved for sale. Sellers may promote their agricultural related activities in their approved space at the discretion and approval of Market Manager.

6. All scales must bear current seal from the County Sealer of El Dorado County Weights and Measures.

7. Pre-packaged items sold by weight must be labeled with their net weight, and name and address of the seller.

8. Sellers must post prices. Failure to post signs may result in termination of agreement. Collusion among sellers to raise prices is strictly prohibited.

9. Sellers must display a sign bearing the producer's business/farm name.

10. All required permits and licenses shall be prominently displayed during selling hour, including but not limited to, the Certified Producers Certificate, Nursery Stock License and Sellers Permit, California resale permit.

11. Sellers must comply with all current Health & Safety codes and mandates.

12. All foods shall be stored at least six inches off of the floor/ground.

13. At this time no food shall be offered for sample (due to COVID19 restrictions)

14. All Seller's space must be maintained by seller. All containers, waste and trimmings must be removed prior to leaving the market.

15. All Seller's must be ready to sell at the opening of the Market, and remain open until the closing of the Market. Sellers must provide their own canopy, handwash station, tables, etc.

16. Seller's must conduct themselves at all times in a courteous and professional manner. Rude, abusive or other disruptive conduct will not be tolerated.

17. No loud music, hawking, shouting or barking to promote products is allowed. All product promotion must occur within the space assigned to the seller.

18. Seller's pets are not allowed in the Market.

19. Sellers must comply with all applicable Federal, State and local laws, ordinances and regulations.





## EL DORADO COUNTY FAIR ASSOCIATION FARMERS MARKET RULES cont.

21. EDCFA reserves the right to refuse service to anyone. Sellers that violate any rules and have received one written warning from the Market Manager may not be eligible to sell at The Fair Market for any period of time.

**ADDITIONAL RULES & REGULATIONS FOR SELLERS OF CERTIFIABLE AGRICULTURE PRODUCTS** (Fresh fruits and vegetables, nuts in the shell, shelled eggs, honey, cut flowers, nursery stock)

22. Sellers in this category are those who have grown or produced the products they sell on a facility which the seller controls.

23. All certified agricultural products must be sold in accordance with State Direct Marketing Regulations for Certified Producers (California Code of Regs., Tit. 3,/1392).

24. All sellers of certified agricultural products must obtain a Certified Producer's Certificate issued by the Agricultural commissioner from the county in which the produce is grown. All products for sale must be listed on the certificate and an embossed photocopy certificate shall accompany the certified agricultural products during transportation and be posted at the Market. All certificates shall be displayed in full view of customers during each Market.

25. Signs and labels must clearly identify the products on a vendor's table that are certified organic. The use of the term "organic", verbal or written, can only be used by a producer who has been certified organic by a USDA approved certifier. The use of the term "organic" by non-certified-organic producers is prohibited. Vendors electing not to be certified organic must describe their product without using the word "organic". Farming practices must be fully and truthfully disclosed when customers inquire. All produce grown hydroponically or in greenhouses must be so labeled.

**ADDITIONAL RULES & REGULATIONS FOR SELLERS OF NON-CERTIFIABLE AGRICULTURAL PRODUCTS** (Live Animals, Livestock, Fish, Aquaculture, Wine, Worms, Dried Fruits & Vegetables, Processed Nuts, Juices, Pickled Fruits & Vegetables, Jams.

26. Sellers in this category are those who have grown, bred, raised, or cultivated, the products in fresh or processed form. These sellers may have their products dried, ground, roasted, juiced, smoked or otherwise altered in one stage process by a second party. All sellers of non-certifiable agriculture products must obtain a certified producer's certificate for the fresh product from which the processed product was derived. The certified producer's certificate must have been issued by the Agricultural Commissioner from the county where the fresh product was grown or produced. These fresh products must be listed on the certificate and an embossed photocopy certificate shall accompany the processed non-certifiable agriculture products during transportation and shall be posted at the Fair Market. All certificates must be displayed in full view of customers during each market.



27. Only those processed agricultural products which a producer can verify are his/her own product will be allowed for sale at the Fair Market. Dry yard and/or processing plant receipts may be requested for verification of producership.

28. All sellers must obtain and display all necessary permits, including but not limited to health permits.

29. All sellers of non-certifiable processed agricultural products must provide the market with proof of product liability insurance naming EDCFA as additional insured.

**ADDITIONAL RULES & REGULATIONS FOR SELLERS OF NON-AGRICULTURAL PRODUCTS** (prepared food and crafts, services)

30. Sellers in this category are those who have cooked, canned, baked, preserved or otherwise treated the product they sell. Sellers shall prepare the finished product.

31. All sellers must obtain and display permits, including a permit from the health department of the county from which the products originate.

32. All processed/prepared foods/food vendors must provide the market with proof of product liability insurance naming EDCFA as additional insured.

33. All products within this category shall bear labels including: the name of the product, ingredient, weight the qualified seller's name and address.

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- 35. Each craft application must include a copy of the seller’s California resale permit.
- 36. Photos of each craft item to be sold at the Fair Market must be submitted along with the application. Only items approved at the review may be sold at the Market.

**RULES & REGULATIONS FOR NON-PROFIT ORGANIZATIONS & COMMUNITY INFORMATION GROUPS**

- 37. Non-Profit organizations and community information groups/organizations shall be allowed at the Fair Market when space is available., and should set up in the space assigned by the Market Manager.
- 38. An application must be submitted to the Market Manager with detailed outline of organizations message to the community.
- 39. Non-profit and community organizations may engage in the resale of items related to or in support of their organizations for fundraising purposes. All resale items must be pre-approved and listed on the application.
- 40. Organization representatives shall limit their activities to the confines of their allotted space.
- 41. The Fair Market retains the right to regulate the time, place and manner of activities relating to displays, signs, posters, placards and other expressions of the interests represented. The use of fighting words, obscenities, grisly or gruesome displays or highly inflammatory slogans likely to provoke a disturbance may be prohibited by the Market Manager.
- 42. Each organization must prominently display its name, and must comply with all applicate Market rules.



**ADDITIONAL RULES & REGULATIONS FOR FOOD VENDORS (Consumable at the Fair Market)**

- 43. All food vendors must utilize a cash register and allow Market Manager to run a “z” tape prior to and at the end of each Market.
- 44. Instead of space fee, food vendors will pay EDCFA 22% of gross sales after subtracting sales tax. Payment must be made prior to departing at the end of each Market.
- 45. Food vendors will have and comply with EDC Environmental Management permits and regulations.

**ADDITIONAL RULES & REGULATIONS FOR ALL PARTICIPATING VENDORS/SELLERS/GROUPS**

46. All sellers will comply with current recommendations and mandates with regards to the COVID19 Pandemic, including wearing masks, social distancing and food handling. The attached COVID waiver is a part of this agreement

By signing below I acknowledge I have read and understand the rules of the Fair market, I agree to abide by these rules and all other laws, codes and regulations as amended, and to cooperate with the Market Management and staff and to pay the required fees.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_

Approved by: \_\_\_\_\_ Date \_\_\_\_\_



**RELEASE AND WAIVER OF LIABILITY AGREEMENT**

I, a participant in the El Dorado County Fair Association Produce Market aka "The Fair Market", acknowledge that I will be participating as a participant in the following activities at the El Dorado County Fairgrounds premises and facilities located in Placerville, California

**Social Distancing FARMERS MARKET**

**I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY "DIRECTIVES"), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING AND USE OF FACE MASKS IN PUBLIC LOCATIONS. I AM AWARE THAT THESE ACTIVITIES ARE OCCURRING IN A PUBLIC LOCATION DURING THE COVID-19 PANDEMIC, AND ALSO POTENTIALLY INVOLVE RETAIL SALES OR OTHER FAIRGROUNDS ACTIVITIES, AND ARE THEREFORE HAZARDOUS ACTIVITIES. I AM AWARE THAT I COULD BE INFECTED, SERIOUSLY INJURED OR EVEN DIE DUE TO COVID-19 OR DUE TO ACTIVITIES ON THE FAIRGROUNDS INCLUDING BUT NOT LIMITED TO DANCE ACTIVITIES. I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

I verify this statement is true by placing my initials here \_\_\_\_\_

Parent or Guardian's initials (if volunteer participant is under 18) \_\_\_\_\_

As consideration for being permitted by the Fair, the State of California ("State"), the County of El Dorado (the "County"), and any lessor of the fair premises ("Lessor"), to participate in these activities and use the Fair premises and facilities, I forever release the El Dorado County Fair, California State, El Dorado County, the Lessor, and any fair affiliated organization, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively "Releasees") from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not I am then participating in the activities. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

**I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE FAIR, THE STATE, THE COUNTY, AND THE LESSOR, AND SIGN IT OF MY OWN FREE WILL.**

Executed at El Dorado County Fairgrounds in Placerville, California in July, 2020

**PARTICIPANT/RELEASOR**  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**PARENT/GUARDIAN**  
\_\_\_\_\_  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**IF YOU ARE UNDER 18 YEARS OF AGE, YOU AND YOUR PARENT OR GUARDIAN MUST SIGN AND INITIAL THIS FORM WHERE INDICATED.**