

Everyone's Harvest 2023 Vendor Application



ALL MARKETS RUN: RAIN, SHINE OR FOG
SET-UP: AN HOUR AND A HALF BEFORE MARKET IS OPEN
MARINA, CA: SUNDAY: 10AM TO 2PM: YEAR-ROUND
PACIFIC GROVE, CA: MONDAY: 3PM TO 7PM (3PM TO 6PM WINTER): YEAR-ROUND
SEASIDE, CA: THURSDAY: 3 PM TO 7 PM: YEAR ROUND
ALISAL, SALINAS, CA: TUESDAY: 11:00AM TO 4:00PM: SEASONAL
NATIVIDAD MED. CENTER, SALINAS CA: WEDNESDAY: 11:00AM TO 3:30PM SEASONAL
SALINAS VALLEY HEALTH, SALINAS, CA: FRIDAY: 12:30PM TO 5:30PM SEASONAL

Everyone's Harvest
31 Upper Ragsdale Dr Ste 4
Monterey, CA 93940
www.everyonesharvest.org

FARM/BUSINEES NAME: _____

☐ ORGANIC FARM ☐ FARM ☐ SEAFOOD ☐ BAKERY ☐ RESTAURANT ☐ ART/CRAFT

FARM/BUSINESS MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

FARM/BUSINESS PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

OWNER'S NAME: _____

OWNER'S EMAIL: _____ OWNERS'S PHONE #: (____) _____

OWNER'S CELL #: (____) _____ BUSINESS FAX #: (____) _____

EMPLOYEE'S NAME: _____ EMPLOYEE'S EMAIL: _____

(REPRESENTATIVE AT THE MARKET)

EMPLOYEE'S PHONE #: (____) _____ EMPLOYEE'S CELL #: (____) _____

EMERGENCY CONTACT INFORMATION: NAME: _____
PHONE #: (____) _____

VECHICLE TYPE AND LICENSE PLATE AT THE MARKET: _____

HOW DO YOU WANT CHECKS MADE OUT TO YOUR BUSINESS? _____

PRODUCTS YOU WISH TO SELL/MENU OF PREPARED FOODS: _____

WHICH MARKET(S)? ☐ SEASIDE ☐ MARINA ☐ PACIFIC GROVE ☐ ALISAL ☐ NATIVIDAD ☐ SVH

OTHER FARMERS' MARKETS/EVENTS YOU HAVE PARTICAPTED IN: _____

I GIVE PERMISSION TO EVERYONE'S HARVEST TO GIVE OUT MY NAME AND CONTACT INFORMATION:

☐ AGREE

☐ DO NOT AGREE

I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY EVERYONE'S HARVEST CERTIFIED FARMERS' MARKET RULES AND REGULATIONS. I REALIZE THAT IF I DO NOT ADHERE TO *EVERYONE'S HARVEST CERTIFIED FARMERS' MARKET RULES AND REGULATIONS* I MAY BE FINED, SUSPENDED AND/OR EXPELLED FROM THE MARKET AS DEEMED APPROPRIATE BY THE MARKET MANAGER OR EXECUTIVE DIRECTOR. FURTHERMORE, I UNDERSTAND THAT IF I AM INVITED TO PARTICIPATE IN THE MARKET, THE MARKET MANGER RESERVES THE RIGHT TO LIMIT THE COMMODITIES I BRING AND THE TIME FRAME OF MY ATTENDANCE. BY SIGNING OR TYPING YOUR NAME BELOW, YOU ARE AGREEING THAT YOU UNDERSTAND AND WILL ABIDE BY *EVERYONE'S HARVEST 2023 RULES AND REGULATIONS*.

Owner's Signature: _____ Date: _____

PLEASE INCLUDE THE FOLLOWING WHEN SUBMITTING YOUR APPLICATION:

❑ ARTS AND CRAFTS VENDORS:

- ❑ Everyone's Harvest 2023 *Liability Waiver*
- ❑ Everyone's Harvest 2023 *Rules and Regulation Sign-off Form*
- ❑ A photocopy of your California Seller's Permit. Contact the State Board of Equalization for further details
- ❑ Photos of your work

❑ PRODUCERS & ORGANIC CERTIFIED PRODUCERS:

- ❑ Everyone's Harvest 2023 *Liability Waiver*
- ❑ Everyone's Harvest 2023 *Rules and Regulation Sign-off Form*
- ❑ A photocopy of your Certificates from the county of origin
- ❑ A map showing where your farm is located
- ❑ If organic, attach Certificates or Affidavits. Organic State Registration # _____
- ❑ Any Second Certificate forms
 - ❖ Contact the Monterey Agricultural Department Standards Department for details
 - ❖ All certificates must be posted at all times during the Markets and must be certified copies

❑ RESTAURANTS/FOOD VENDORS:

- ❑ Everyone's Harvest 2023 *Liability Waiver*
- ❑ Everyone's Harvest 2023 *Rules and Regulation Sign-off Form*
- ❑ If you have a current annual Temporary Food Facility Permit for Monterey County, please submit a photocopy. For more information, contact Monterey County Environmental Health Department.

- ❑ ALL VENDORS – FEES FOR BOOTH SPACE:** Booth space will be assigned to you by the Market Manager. Fees are collected on the Market day. Prices are subject to change depending on the season and hours.

MARKET FEE STRUCTURE: FOR PACIFIC GROVE, MARINA, AND SEASIDE CFM(s) ON SEASON RATES (MARCH THROUGH THE END OF NOVEMBER)

1 MARKET PAID WEEKLY:

- ❑ 5x5-foot space = \$37.00
- ❑ 10X10-foot space = \$52.00
- ❑ 20x10-foot space = \$72.00
- ❑ 30x10-foot space = \$92.00

4 MARKETS PAID MONTHLY (NO CREDIT FOR NON-ATTENDANCE IF PAID MONTHLY):

- ❑ 5x5-foot space = \$138.00
- ❑ 10x10-foot space = \$198.00
- ❑ 20x10-foot space = \$273.00
- ❑ 30x10-foot space = \$348.00

5 MARKETS PAID MONTHLY (NO CREDIT FOR NON-ATTENDANCE IF PAID MONTHLY):

- ❑ 5x5-foot space = \$175.00
- ❑ 10x10-foot space = \$245.00
- ❑ 20x10-foot space = \$340.00
- ❑ 30x10-foot space = \$435.00

***PLEASE SEE THE 2023 RULES AND REGULATION DOCUMENT, OR THE EH WEBSITE FOR WINTER RATES AND SALINAS CFM RATES**

Everyone's Harvest Certified Farmers' Markets are operated by the non-profit organization, Everyone's Harvest in accordance with state, county, and local laws, for the benefit of farmers and consumers alike.

Polystyrene (Styrofoam) and plastic bags are prohibited at the Markets. For alternatives, please contact the Market Manager.

IF YOU WISH TO BE ON A LISTSERV TO RECEIVE NOTIFICATIONS FROM US ONLY REGARDING MARKET EMERGENCIES OR CLOSURES, PLEASE CIRCLE IF YOU PREFER TEXT, EMAIL OR NO NOTIFICATIONS. IF YES, INCLUDE THE CELL NUMBER OR EMAIL YOU PREFER WE USE FOR THIS SERVICE.

TEXT _____ EMAIL _____



31 Upper Ragsdale Dr. STE 4, Monterey, CA 93940 • (831) 384-6961 •

Everyone's Harvest: Certified Farmers' Markets 2023: Rules & Regulations Sign Off-Sheet

The purpose of the 2023 Rules and Regulations is to govern, administer, and manage Everyone's Harvest Certified Farmers' Markets. In issuing these rules, it is not our intent to burden participants, but to ensure the smooth operations. Please initial and sign below agreeing you and your employees understand the 2023 Rules & Regulations. Note some key points below:

_____ The Market Manager or Executive Director has the right to fine any Participant for not following Everyone's Harvest Rules and Regulations. Participant fines can range from \$15 to \$150. Failure to enforce any Rule or Regulation shall not constitute a waiver of enforcement of such Rules and Regulations at any future time.

_____ All Participants must accurately record gross sales for that market day to be turned into the EH Market Manager on site before leaving the Market for that day. It is the responsibility of each Participant to accurately record gross sales per market on EH CFMs paperwork. If Participants' sales are not being recorded accurately, it may lead to an internal audit of your business, as it pertains to EH CFMs.

_____ **CANCELLATIONS:** All markets run rain or shine.

- Each CFM Participant in a year round market has four (4) cancellation passes, each CFM Participant in a seasonal market has two (2) cancellation passes.
- Participants are still required to give 48 hour notice to the EH Market Manager by calling **(831) 384-6961**. A no-show (failing to give prior notice) or cancelling in excess of their allotment for the season will result in a fine. Exceptions include a broken-down car, illness, or a family emergency.
- When a Participant calls to cancel, a definite commitment must be given that the Participant either will or will not be at the Market.
- It is the responsibility of each Participant to make judgments about the weather and determine her/his attendance based on her/his own judgments.

Please refer to the times below to ensure you are giving proper notice of your absence by calling (831) 384-6961:

Marina: Friday by 9:30 am

Pacific Grove: Saturday by 2:30 pm

East Alisal: Sunday by 10:30 am

Natividad Medical Center: Monday by 10:30 am

Salinas Valley Memorial Healthcare: Wednesday by 12:30 pm

Seaside: Tuesday by 2:30 pm

Please refer to PG. 8 of Rules and Regulations to understand fines that will be applied if the Participant fails to give proper notice.

_____ Prior to approval for Certified Producers, a farm inspection will be done by EH Management. The Participant must grant permission to the EH Market Manager or any Member of EH Staff or the Board to enter the Participant's premises for the reasonable inspection of land, facilities, proof of ownership, partnership agreement, land lease and other applicable agreements and documents in order to determine whether the Participant is in compliance with the Governmental Law and the Rules and Regulations. Such inspections can be made without prior notice during daylight hours. Refusal of such inspections will be considered an incident of non-compliance with these Rules and Regulations.

_____ **DISPLAY ALL PERMITS AND LICENSES:** All required documents shall be provided and must accompany all produce and products during transportation. During Market selling hours an original or certified copy of documentation must be displayed prominently.

PARTICIPANT SPACE: Tents and shade set-ups must be tied down by at least 50 pounds on two sides to equal a total of 100 pounds at all times distributed throughout the tent. All connecting rods of the shade set-ups and weights must be secure in their fittings. Tarps must be securely fastened.

All boxes or crates of produce and other food products must be kept 6 inches off the ground under Section 27831 of the State Health & Safety Code.

SIGNAGE AND PROMOTION:

1. Prices must be clearly posted on all products. Collusion among Participants to change prices or exertion of any influence, pressure, or persuasion to cause a Participant to increase prices is strictly forbidden (state law).
2. All Certified Producers must display, in some way, the following information: farm business, county business is conducted in, products sold, and a statement verifying that what is being sold was grown by that business.
3. All packaged products must be labeled with the name of the farm or Producer, the address and the weight of the contents (state law). Co-op products and labels are not acceptable; use farm/Producer name while adding weight and lot numbers to verify that the product came from the Producer.
4. Organic and Conventional commodities sold in the same stall space need clear, visible, and non-confusing signage stating which products are Organic and which products are Conventional. Failure to post these signs will result in non-compliance resulting in one warning and further non-compliance will result in not allowing both types of products to be sold in one booth space.

PARTICIPANT APPROVAL: Each Participant must reapply and be approved each year for participation in each Everyone's Harvest Certified Farmers' Market. The decision to approve a Participant to participate in an Everyone's Harvest Certified Farmers' Market is made by the Executive Director or the Board of Directors with recommendations from the Market Manager.

Participants are responsible to furnish Everyone's Harvest with copies of current required documents from the city, state, county, and federal government for applicable activities the Participant conducts at the Market(s). It is the responsibility of every Participant at every Market to post their current required documents.

CERTIFIED PRODUCER (FARMER AND FISHERMAN) AND SEAFOOD BROKER.
***Following Agricultural Code 47025 (a): Direct Marketing CCR 1392.9(b). 8. Load Lists, provided by Everyone's Harvest, are to be turned in before the end of each Market day. It is the sole responsibility of the Certified Producer to turn in a completed Load List to the Market Manager before leaving each Market. Load List is due after each Market. Failure to complete and turn in your Load Lists after each Market may result in a fine each time it is not turned into the Market Manager.

By signing or typing your name below, you are agreeing that you understand and will abide by Everyone's Harvest 2023 Rules and Regulations.

(Signature)

(Date)

VENDOR LIABILITY WAIVER

THIS VENDOR LIABILITY WAIVER (“Waiver”) is entered into effective as of the date of signature in consideration for you (“Releasor” or “Vendor”) receiving permission to enter, rent, lease, license, occupy or otherwise make use of selling space (the “Market Space”) at an EVERYONE’S HARVEST CERTIFIED FARMERS’ MARKET (the “Market”) operated by Everyone’s Harvest, a California nonprofit public benefit corporation (“Everyone’s Harvest”).

AGREEMENT

1. General Release. In consideration of Everyone’s Harvest granting me the right to use the Market Space, I, for myself, my employees, agents, representatives, and assigns, hereby release and hold harmless Everyone’s Harvest, and its contractors, directors, officers, employees, agents, representatives and assigns (“Releasees”), from all claims of negligence resulting in personal injury, accident, illness (including death) or property damage arising from or relating to my participation in the Market and use of the Market Space.

2. Assumption of Risk. In executing this release, I acknowledge that participation in the Market and use of the Market Space carries certain inherent dangers that cannot readily be eliminated regardless of the care taken to prevent and avoid injury, and hereby additionally assume the risk of liability for injury, accident, or illness, including death, resulting from such dangers. These dangers include, without limitation, heavy lifting, falling objects, exposure to hazardous materials or equipment, exposed wires, moving vehicles, and uneven footing, as well as general risks including, but not limited to slips, trips, falls, cuts, adverse weather conditions, falling trees or branches, and the acts or omissions of Market customers or vendors or other members of the public. I understand that the description of the risks in this Waiver is not complete and that other risks or events arising from participation in the Market or use of the Market Space, both known or unknown, anticipated or unanticipated, may result in serious bodily injury, death, or property damage.

3. Indemnification. I agree to indemnify and defend Releasees, through their own choice of counsel, against any and all claims arising out of or related to the negligent or intentional acts or omissions of myself, my employees, agents, representatives or assigns in connection with my participation in the Market or use of the Market Space, including any acts or omissions undertaken in contravention of Everyone’s Harvest’s Rules and Regulations.

4. Compliance with Laws. I agree to obey all laws, ordinances, rules and regulations adopted or established by Federal, State, or local governmental agencies or bodies while participating in the Market or using the Market Space.

5. Media Release. In further consideration for my use of the Market Space, I authorize Everyone’s Harvest the use of my likeness or identifying information in any publications or publicity materials. including but not limited to, books, internet and web content, newsletters, newspapers, and other means of advertising, without any compensation or fee being paid.

6. Choice of Law. I agree that any dispute concerning this Waiver will be governed by the laws of the State of California and that the exclusive venue for any dispute that may arise out of this Agreement will be in Monterey County, California. If any clause or provision of this Waiver is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision will not otherwise affect the remaining provisions of this Agreement, which will continue to be enforceable.

7. I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER, I HAVE READ THIS WAIVER, I AM FREELY AND KNOWINGLY AGREEING TO ALL OF THE PROVISIONS OF THIS WAIVER, AND I UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS OF THE WAIVER. BY SIGNING OR TYPING YOUR NAME BELOW, YOU ARE AGREEING THAT YOU UNDERSTAND AND WILL ABIDE BY EVERYONE'S HARVEST 2023 RULES AND REGULATIONS

Vendor Signature

Dated

Vendor Print Name

Farm/Business Name