

# Everyone's Harvest 2023 Participant 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  
ALISAL, SALINAS, CA: TUESDAY: 11AM TO 4PM: SEASONAL  
NATIVIDAD MED. CENTER, SALINAS, CA: WEDNESDAY: 11AM TO 3:30PM: SEASONAL  
SALINAS VALLEY HEALTH, SALINAS, CA: FRIDAY: 12:30PM TO 5:30PM: SEASONAL  
SEASIDE, CA: THURSDAY: 3PM TO 7PM: YEAR-ROUND



**Everyone's Harvest**  
31 Upper Ragsdale, Suite 4,  
Monterey, CA 93940  
[www.everyonesharvest.org](http://www.everyonesharvest.org)

**GROUPNAME:** \_\_\_\_\_

**PHONE #:** (\_\_\_\_) \_\_\_\_\_ **WEBSITE:** [www.](http://www.) \_\_\_\_\_

**FAX #:** (\_\_\_\_) \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**GROUP TYPE :** NON-PROFIT      COMMUNITY GROUP      GOVERNMENT

" OTHER, PLEASE LIST: \_\_\_\_\_

**REQUESTED SIZE 5'x5' or 10'x10'?** \_\_\_\_\_ **YEARS OPERATING:** \_\_\_\_\_

**GROUP'S MISSION AND VISION:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PERSON(S) REPRESENTING GROUP AT THE MARKET(S):** \_\_\_\_\_

**PHONE #:** (\_\_\_\_) \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**WHICH MARKETS ARE YOU INTERESTED IN ATTENDING?**

MARINA      PACIFIC GROVE      ALISAL      SEASIDE

**WHAT DATES WOULD YOU LIKE TO ATTEND?** \_\_\_\_\_

**HOW WOULD YOUR GROUP LIKE TO PARTICIPATE IN THE MARKET?**

OUTREACH BOOTH      DEMONSTRATION      WORKSHOP

**WILL YOUR GROUP BE PROVIDING FOOD SAMPLING?** " YES      " NO

\* If yes, group must understand Monterey County Health codes that apply and receive pre-approval from the Market Manager. If food is prepared outside of the market location, to be consumed by anyone at the market, a current copy of the off-site commercial kitchen health permit where this food is being prepared must be provided before the market date.

## OUTREACHBOOTH

\* Groups coming to the market with an outreach booth are expected to come during setup time and to stay for the whole duration of the market to support all vendors participating.

**TOPIC OF OUTREACH BOOTH:** \_\_\_\_\_

**DESCRIBE GROUP'S DISPLAY AND WHAT WILL BE PROVIDED AT THE MARKET:**

\_\_\_\_\_

**ARE YOU SELLING MERCHANDISE FOR A FUNDRAISER?** "YES "NO

**PLEASE LIST ITEMS THE GROUP IS REQUESTING TO BE SOLD AT THE MARKET(S):**

\_\_\_\_\_

***ARE YOU A POLITICAL CANDIDATE, OR AN ADVOCATE OR OPPONENT OF A POLITICAL CANDIDATE OR A BALLOT MEASURE? YES NO***

*IF YES, you acknowledge your understanding of the following information and disclaimer by executing this application:*

**F. POLITICAL CANDIDATE, A PROPONENT OF A BALLOT MEASURE, OR ADVOCATES**

post this disclaimer in clear public view at all times at your space at Everyone's Harvest Certified Farmers' Markets. Participants must conduct their activity in their Market designated space. Walking outside of the Participant's designated space and passing out publications is prohibited. Publications of political candidates and ballot measures are not allowed at Everyone's Harvest's Information Booths.

**Disclaimer:** Everyone's Harvest is proud to provide space at its markets for all political candidates and their advocates, and proponents and opponents of a ballot measure on an equal opportunity and non-

## DEMONSTRATION/WORKSHOP/PERFORMANCE

**TITLE OF DEMO/WORKSHOP/PERFORMANCE:**

\_\_\_\_\_

**DESCRIBE WHAT ACTIVITY YOUR GROUP WILL CONDUCT AT THE MARKET:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SET-UP \_\_: \_\_ TO \_\_: DEMO/WORKSHOP/PERFORMANCE TIME \_\_: \_\_ TO \_\_:**

**SPECIAL NEEDS OR REQUESTS TO CONDUCT YOUR DEMO/WORKSHOP/PERFORMANCE:**

\_\_\_\_\_

I, \_\_\_\_\_

BY SIGNING OR TYPING YOUR NAME YOU HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE 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 MANAGER RESERVES THE RIGHT TO LIMIT THE COMMODITIES I BRING AND THE TIME FRAME OF MY ATTENDANCE. BY AGREE ALL FUNDS GENERATED FROM MARKET ACTIVITIES WILL GO BACK INTO OUR GROUP'S EFFORTS.

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

**BEFORE APPLYING FOR A FREE-MARKET SPACE GROUPS MUST UNDERSTAND:**

- Free space may only apply to charitable groups who receive approval from the Market Manager to have a free space at the Market(s) for purposes of outreaching the charitable group's services and/or activities to the local community and for fundraising activities.
- All groups are considered on a weekly and rotating basis in order to give all interested groups a fair chance of attending the Market.
- Upon request from Everyone's Harvest, the charitable group must provide proof that the group is currently active and the representative's position in the group is valid with publications or minutes from a group's meeting.
- The group must provide their own table(s), chair(s) and publications.
- Walking outside of the participant's designated space and passing out publications is prohibited.
- No items sold for fundraising activities by the groups may compete with paying participants.
- All community group demos/workshops/performances must be free to the public and appropriate for families.
- Everyone's Harvest reserves the right to determine if a fundraising activity is competing with a paying participant.

**ALL GROUPS MUST:**

- Be a group of people working to help the common good.
- Have educational information about your group's mission and vision displayed at your booth.
- Money generated from fundraising activities at the market must go back into the group's mission and not compete with paid Market vendors or farmers.

**IMPORTANT GUIDELINES TO REMEMBER:**

- Everyone's Harvest encourages topics that promote healthy eating and active living.

**PLEASE INCLUDE THE FOLLOWING WHEN SUBMITTING YOUR APPLICATION:**

- " Everyone's Harvest *2023 Liability Waiver* "
- Any additional information and literature

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.



Mailing Address: 31 Upper Ragsdale Dr. Ste 4 Monterey, CA 93940

Phone: (831) 384-6961 • [www.everyonesharvest.org](http://www.everyonesharvest.org)

**Everyone's Harvest: Certified Farmers' Markets 2023:  
Participant 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:

\_\_\_\_\_ EXPECTED BEHAVIOR 7.1 Anti-Harassment Policy: Harassment will not be tolerated by Participants, Employees, Contractors or any member of the Board at EH CFM(s), public events or meetings. This includes but is not limited to, use of abusive, profane or demeaning language and sexual harassment.

\_\_\_\_\_ 7.2 Ethics Code: EH Board believes that a code of ethics is basic to the conduct of EH CFM(s). All Participants, Employees, Contractors and any Member of the Board shall conduct their professional lives in accordance with following statement: "Be civil and respectful in professional interactions, avoiding discrimination, based on race, gender, sexual orientation, religion, or age. Treat everyone fairly and with respect."

\_\_\_\_\_ 7.3 Standard of Conduct: All Participants, Employees, Contractors, EH Market Managers and Members of the Board at the Market(s), public functions and meetings must: Be knowledgeable about their products (how they are used, grown or produced) and clearly communicate this to Customers. Be courteous, professional and presentable. Display products in a clean, presentable and attractive way. Be honest and conduct themselves at all times in a courteous and business-like manner. Dress and behave in an appropriate manner, including wearing shirts and shoes. Not use illegal drugs, drink alcoholic beverages, yell, heckle, swear, name call, make slanderous remarks, throw items, fight or participate in other offensive behavior. Treat others, including Participants, Employees, Contractors, Board Members, Customers, and Officials, with respect. Not sell any stolen or pirated items. These are prohibited for sale by any Participant at EH CFM(s)

\_\_\_\_\_ Any items related to or in support of Non-Profit Corporations, Community Groups and School Clubs for fundraising purposes may be sold or given away without the approval of the EH Market Manager. No items may compete with products offered for sale by a Certified Producer, Fisherman, Seafood Broker, Food Purveyor or Participant. Selling select products is permitted on a limited basis.



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\_\_\_\_\_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.

\_\_\_\_\_Participants shall arrive at least 30 minutes before the start of the EH CFM(s). No Participant may leave the EH CFM(s) before the EH CFM(s) closes without permission. Leaving early may cause the Participant to be excluded from future EH CFMs. A Participant is not allowed to enter the EH CFM(s) after EH CFM(s) starting time without EH Market Manager approval and supervision. All Participants must notify the EH Market Manager if they are going to be late and will not be able to enter and set-up their stall before the required time. Auto and truck flow must not endanger pedestrians.

\_\_\_\_\_Participants entering the EH CFM(s) area must drive very carefully and always under 3mph. If a Participant needs to move any cones or barricades to get their vehicle in or out of the EH CFM area, they must be immediately replaced after entering or exiting. If any Participant does not follow the above procedure, they will be fined and/or subject to being excluded from selling at EH CFM(s).

I, \_\_\_\_\_ (print name/type name),  
understand and will abide by Everyone's Harvest 2023 Rules and Regulations.

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)

# PARTICIPANT LIABILITY WAIVER

THIS PARTICIPANT LIABILITY WAIVER (“Waiver”) is entered into effective as of the date of signature in consideration for you (“Releasor” or “Participant”) 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

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Participant Signature

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Dated

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Participant Print

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Farm/Business Name