

MARKET/VENDOR RULES

1. All vendors must complete and submit a Vendor Application which includes acceptance of the Vendor/Market Rules and Regulations, and adherence to related governmental rules and permit requirements.
2. Required applications, permits, licenses, and fees must be complete before vendors will be allowed to participate in the market.
3. All vendors must display a sign in their stall clearly identifying the name of the vendor and their location (county or city). Other information, such as telephone number/ website may be included.
4. Vendors must provide everything required for their space: i.e, tables, chairs, signs, canopies or umbrellas and refrigeration (if needed).
5. Assume electricity is not available unless verified by the Solana Beach Farmer's Market. If electricity is available, vendors must supply their own extension cords and mats or tape to cover any portions of the cord that lie in any walking area used by market customers.
6. Vendors who require electricity to comply with health department requirements have priority over electrical uses not required to ensure product safety.
7. Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products.
8. Vendors providing samples of their products must comply with the rules governing market sanitation and health issues from the San Diego County Health Department or other authorities.
9. Manufactured food products must meet San Diego County Health Department requirements, including licensing and permitting rules.
10. Foods and food products produced by "Cottage Food Producers" may be sold at the farmers' market pursuant to the rules and regulations established by the State of California Department of Health.
11. All foods must be properly labeled. No un-labeled packaged or processed foods are allowed.
12. For information on the sale of manufactured canned or other processed foods contact the San Diego County Health Department.
13. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.
14. Vendors must supply all materials and containers for customer sales.
15. The Solana Beach Farmer's Market will determine eligible participation. All decisions are final.
16. Vendors are responsible for obtaining a Sales Tax Number if required by the State of California and collecting and paying any sales tax that may be assessed on their products. The vendor shall be responsible for filing any and all returns required by the State of California with respect to sales tax collection. The Solana Beach Farmers Market will not involve itself in collection, audit, or other related sales tax activities.
- 17. ALL trash must be taken by vendors. NO trash can or dumpster on the property or in the entire CEDROS AVENUE DESIGN DISTRICT may be used by vendors. No trash should be left in the market area.**
18. Restrooms are available on site.
19. The market offers space, when available, to city and community organizations at no cost for educational and outreach purposes only.

GENERAL VENDOR GUIDELINES

1. The market is located at 444 South Cedros Avenue, Solana Beach, CA.
2. Hours of operation are **12pm to 4 pm every Sunday, rain or shine** (except when Christmas, Christmas Eve, New Years Eve or Day falls on Sunday).
3. **In the rare occurrence of dangerously windy conditions, the market may be cancelled. If the market is cancelled the answering message on the office phone (858) 755-0444 will be changed by 8:00am to announce that there is no market that day.**
4. Vendors should arrive no earlier than 10:00 am and should be set up and ready to greet customers for the opening of the market at 12:00 pm.
5. **If you have a Sunday scheduled and will not be able to attend you must notify the market by the Tuesday preceding the Sunday you will miss. Late notices or no-shows will be fined \$50.00. Cancellations are made by emailing Karen@southcedros.com.**
6. The Solana Beach Farmers Market will have final approval of all vendor participation and final authority on site to interpret and enforce rules and regulations.
7. Vendors not complying with instructions or rules of the market will be considered in material breach and default of the agreements, and may be asked to vacate their premises immediately.
8. The Solana Beach Farmers Market may, at its sole discretion, revise the Rules and Regulations, and may alter operations of the market at any time. Current rules will be available from the Solana Beach Farmers Market or on its website.
9. Vendors agree to comply with the rules of the market and abide by the final decisions of the Solana Beach Farmers Market.
10. The Solana Beach Farmers Market reserves the right to reject any application.
11. For the safety of our customers, there will be no vehicular traffic inside the market area after 11:00 a.m. or before 3:45 p.m. on market days. Merchandise may be hand carried into and out of the market area.
12. Vendors shall sell only items that have been approved on the application submitted. The market has sole discretion to add or delete items from the list, and unacceptable merchandise quality will not be sold at the market.
13. No produce purchased at any retail outlet, even at a reduced cost, can be sold at the market.
14. No plastic grocery type bags are permitted in the City of Solana Beach. Plastic bags on a roll for produce are permitted. Paper bags are also permitted.
15. No alcohol consumption or smoking is permitted at the market.
16. All vendors should have a clean appearance. No men's tank tops allowed. Anyone handling food for consumption at the market must wear hygienic gloves.
17. All vendors must submit sales totals for each market to the on-site Market Manager at the end of each market day. Slips to report sales information, vendor fee payment and related data will be included in the envelope from the Market Manager.
18. All vendors, without exception, must sign the Indemnity Agreement before they can sell at the market.

NOTE: A vendor permit, and therewith the right to participate in the Solana Beach Farmers Market, is valid only for the area designated by the Solana Beach Farmers Market for each individual vendor use, which may be changed at any time at the sole discretion of the Solana Beach Farmer's Market, and may be withdrawn and terminated in its entirety without cause and at any time, in the sole discretion of the Solana Beach Farmer's Market.

INDEMNITY AGREEMENT

WHEREAS, Applicant, a vendor, charitable organization or other type of entity (User) desires to participate in the Solana Beach Farmers Market; and

WHEREAS, such organization meets the criteria for participation in the Solana Beach Farmers Market and agrees to obey the rules of the market and understands the nature of operating within the Solana Beach Farmers Market and their responsibilities as a Market Vendor or Participant in the market, including assuming responsibility for safe operation and conduct of their business within the market; the User agrees to indemnify, hold harmless and defend the Solana Beach Farmer's Market, its officers, agents and employees from and against all liability for and all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and attorney's fees and other reasonable costs occasioned by or arising out of User's presence within the market area permitted by the Solana Beach Farmer's Market conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of User, its officers, agents, employees, or person participating in the event sponsored by the User.

User further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, and other persons as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that the Solana Beach Farmer's Market shall not be liable or responsible for the negligence of User, its agents, servants, employees, customers, visitors, and participants.

It is further agreed with respect to the above indemnity, that the Solana Beach Farmer's Market and User will provide the other with prompt and timely notice of any event covered in any way directly or indirectly, contingently or otherwise affected or which might affect the User or the Solana Beach Farmer's Market.

User further agrees that this indemnity provision shall be considered as an additional remedy for the Solana Beach Farmer's Market and not as an exclusive remedy.