



GOVERNING RULES AND REGULATIONS 2023

Business Organization of Old Town (B.O.O.T.)

I. PURPOSE

The Old Town Clovis Farmers Market is a certified farmers market along with food, beverages and family-oriented activities, operated by the Business Organization of Old Town Clovis (B.O.O.T.), for the purpose of promoting the area known as Old Town Clovis. B.O.O.T. reserves the right to modify any of these rules and regulations, or any policies or procedures adopted by B.O.O.T. from time to time, without prior notice.

II. GOVERNANCE

The market operated by B.O.O.T. is a certified farmers market, operating in accordance with these regulations and the laws and regulations set forth by state, county and local government. The B.O.O.T. Board of Directors and Market Manager may also develop additional policies and procedures to regulate Market operations in a fair and equitable manner. B.O.O.T. reserves the right at any time to change, delete or modify its policies, procedures and rules and regulations without notice.

III. DEFINITIONS

- A. **B.O.O.T.** The Business Organization of Old Town (B.O.O.T.) is a non-profit organization comprised of businesses within the Parking and Business Improvement Area (PBIA). B.O.O.T. administers the Farmers Market, and also produces other events and programs, and also develops other marketing strategies for the area known as Old Town Clovis.
- B. **Certified Farmers Market.** A location authorized by the County Agricultural Commissioner where certified producers of fresh fruits, vegetables, honey, eggs, flowers, nursery stock and nuts may sell their produce directly to consumers and be exempt from standard packing and grading regulations.
- C. **Market.** Old Town Clovis Farmers Market operated by B.O.O.T. for a particular date or dates.
- D. **Market Manager.** The person or persons empowered by B.O.O.T. to implement the rules, regulations, policies, and directives of the B.O.O.T. Board of Directors. Unless otherwise designated by B.O.O.T., the Executive Director of B.O.O.T. shall be the Market Manager. The Market Manager may delegate powers and authorities to other individuals from time to time.
- E. **Certified Producer.** A person authorized by the County Agricultural Commissioner to sell agricultural products (fruits, vegetables, honey, eggs, flowers, nursery products and nuts) directly to consumers at a Certified Farmers Market. Such products must be produced upon land controlled by the Certified Producer.
- F. **Commercial Seller.** A person, other than a Certified Producer, a Producer, or a Non-Profit Organization, selling goods and/or services for a profit.
- G. **Non-Profit Organization.** An organization which is recognized by the Internal Revenue Service as being organized and operated in accordance with Internal Revenue Code Section 501(c)(3).
- H. **Producer.** A person or separate entity that produces agricultural products by practice of the agricultural arts upon land which the person or separate entity controls. Producer may be, for the purposes of this article, a person partnership, corporation, or any other entity.
- I. **Participant.** A person authorized by B.O.O.T. to offer products, goods, or services at the Market. For purposes of these Regulations, the term "person" includes an individual,

partnership, corporation, limited liability Company, or any other kind of entity or business organization.

- J. **Food Vendor.** A person or entity authorized by B.O.O.T., and according to offer food primarily intended for consumption at the Market.
- K. **Required Documents.** Documents that B.O.O.T. requires of its Participants and consists of but not limited to the following: Seller's Permit; Business License; Insurance Certificate; the Application and Agreement; a signed or initialed copy of these Regulations; and the Additional Required Documents applicable to the Participant's classification as set forth in the Appendix for that classification.
- L. **Additional Required Documents for Certified Producers.** If the Certified Producer represents any product as "organic," the written authorization from the COOF or other certifies organization. In addition to the foregoing, a participant must provide, upon request by an enforcing officer or the Market Manager, any certificate, documentation, information, or identification that may be reasonably required to show that the requirements of law and of these regulations are being met.
- M. **Business License.** A current license issued by the City of Clovis to transact business for a stated period (which shall include the applicable Markets), in conformity with the provisions of ordinances of the city of Clovis.
- N. **Insurance Certificate.** A certificate of insurance issued to B.O.O.T. by an insurance company licensed in California, stating that the Participant has current policy of public liability, property damage, and product liability insurance then in effect, naming the B.O.O.T. as additional insured, with limits of liability in the amount of at least one million dollars (\$1,000,000) combined single limit, and stating that B.O.O.T. shall be given at least 30 days' notice of any change or termination of such coverage. The term of the policy, as indicated on the certificate, shall be for a period that does not end until after the last Market of the applicable year.
- O. **Application and Agreement.** The Application and Agreement to be executed by each Participant, and which shall hold B.O.O.T., City of Clovis, Clovis Community Development Agency, Event Sponsors, and Event Location Owners, their officers, employees, and agents, harmless against all claims, demands, causes of action, costs, attorney fees and liabilities.
- P. **Regulations.** These Regulations, as may be amended from time to time.
- Q. **Seller's Permit.** A valid permit issued by the State of California to vendors selling taxable items. NOTE: All vendors selling taxable items must display their Seller's Permit, which must indicate their market location, and must have a copy of their tax identification number on file with the B.O.O.T. office.
- R. **Consumer.** A person who purchases products for private household use, or for non-profit sale or distribution, but not a person who purchases products for commercial sale, distribution, or processing into other food products for resale.
- S. **Employee.** Except for members of the Immediate Family, as defined below, persons employed by the seller on a regular basis, but not including persons whose compensation in whole or in part is based on, or consists of, commission on sales.
- T. **Immediate Family.** Parents, children, grandparents, grandchildren, and, in addition, any other person regularly residing in the Producer's household.

IV. GENERAL RULES

A. Acceptable Vendors

1. FOOD VENDORS who shall be one of the following:

- a. *Entree Food Vendors* are Food Vendors who sell items for the main course of a meal (e.g., pizza, tacos), together with appropriate side dishes and non-alcoholic beverages.
 - b. *Specialty Food Vendors* are Food Vendors who sell non-main course items such as "finger foods" (e.g., popcorn, shaved ice, desserts, appetizers) together with non-alcoholic beverages.
 - c. *Gourmet Food Vendors* are Food Vendors who sell non-certifiable agricultural product and/or packaged foods (e.g., bread, sauces, and coffee beans, jerky). According to the Department of Food and Agriculture and the Fresno County Health Department, Gourmet Food Vendors may also be subject to the rules and regulations applicable to Certified Producers.
2. COMMERCIAL SELLERS, SPONSORS AND NON-PROFIT ORGANIZATIONS. Approved Commercial Sellers, Sponsors and Non-Profit Organizations selling approved products may be permitted on a limited basis.
 3. CERTIFIED PRODUCERS. Certified Producers, who are subject to the Additional Requirements for Certified Producers set forth in the Appendix and according to the Department of Food and Agriculture, California Code of Regulations.
 4. NUMBER OF VENDORS. The number of approved vendors in each category is as the discretion of B.O.O.T.
 5. MUSIC. Live bands or otherwise amplified musical entertainment is not allowed outside of business establishments and vendor spaces within the designated boundaries of the Farmers' Market events in 2023 without express permission in writing in advance from B.O.O.T. Clovis. Any violation of this provision will be subject to disciplinary action by the B.O.O.T. Board of Directors in a manner consistent with the bylaws of the organization or the City of Clovis Municipal Code, including potential monetary penalties or fines.

B. Acceptable Products

1. Only products or services listed on the application and approved by B.O.O.T. and any applicable governmental agency, may be sold. Only non-alcoholic beverages may be sold. Beverages are described as brewed coffee (non-flavored), sodas, iced tea, and lemonade.
 - a. Items are subject to inspection at any time by the Market Manager, Department of Agriculture, Fresno County Department of Health Services, or any other applicable governmental agency.
 - b. Any items not meeting minimum standards may not be sold and must be removed immediately when detected.
 - c. Prepackaged products sold in closed or sealed containers must be labeled as to content, quantity or weight, the grade (if applicable) and the name and address of the Producer.
 - d. All product pricing should fall within the Market average.

C. Fees & Fee Structure

1. A one hundred- and fifty-dollar (\$150.00) Market Reservation Fee reserves the vendor space. The Market Manager and/or B.O.O.T. Board of Directors reserve the right to terminate a Participant's membership. Membership fees must be paid before the opening date of the market in accordance with the approved application process deadlines.
2. Any Participant selling or distributing samples of any foods (including fruit) shall pay a fee for County of Fresno Health Services inspections.
3. Each Participant will be charged a space fee according to category.
 - a. *Certified Producers* shall pay a fee of fifteen percent (15%) of the gross sales per market, but not less than thirty-five dollars (\$35.00) per space.
 - b. *Entrée Food Vendors* shall pay fifteen percent (15%) of the gross sales per market, but not less than one-hundred-fifty dollars (\$150.00) per space.
 - c. *For Profits*, including *Specialty/Gourmet Food Vendors, Craftsmen, Artisans, and Businesses/Services* shall pay fifteen percent (15%) of gross sales per Market, but not less than thirty-five dollars (\$35.00). If booth is for information only, the fee is \$35.00/night.
 - d. *Attractions* shall pay fifteen percent (15%) of the gross sales per Market, but not less than thirty-five dollars (\$35.00).
 - e. IN ADDITION, ALL VENDORS ARE SUBJECT TO A \$2.00 FEE CHARGED BY THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA) WHICH IS PAYABLE BY ALL PARTICIPANTS AT A CERTIFIED MARKET. PLEASE ADD \$2.00 TO THE FEES LISTED ABOVE.
4. Fees shall be paid to the Market Manager/Market staff no later than 9:30 PM each Friday night.
5. Failure to pay may result in suspension or termination of privileges, with fines, as determined by the Market Manager and/or the B.O.O.T Board of Directors.
6. Participants are subject to sales auditing without prior notification.

D. APPLICATION PROCEDURE

1. Only approved Participants may sell at Farmers Market. Applicants seeking approval as Participants must comply with the procedures outlined below. Successful Applicants will receive a confirmation email and space assignment.
 - a. Application and Agreement must be duly completed, signed, and submitted for approval.
 - b. All additional documentation requested by the Market Manager must be received and all required fees must be paid. Required documents must be completed, signed, and received by established deadlines.
 - c. The Applicant may be required to attend a Participants Meeting.

E. APPROVAL AND ASSIGNMENT OF SELLING SPACE

1. Approval, space assignment and other factors relating to the assignment of selling space within a Market shall be the sole discretion of B.O.O.T. In making any determination in this regard, B.O.O.T may consider any one or more of the following:
 - a. An Old Town Clovis business
 - b. A Clovis business
 - c. Quality of product or service
 - d. Seniority
 - e. Product or service desirability
 - f. Product or service diversity

- g. Electrical needs
- h. Attendance
- i. Display and presentation
- j. Customer service
- k. Past performance with B.O.O.T., Department of Health, Fire Department, and any other applicable agencies
- l. Space availability
- m. Vehicle size

F. MARKET DATES

- 1. B.O.O.T. determines the opening and closing dates of the Market each year.
- 2. Until otherwise determined by B.O.O.T., the Old Town Clovis Farmers Market will run on consecutive Friday evenings.

G. MARKET HOURS

- 1. B.O.O.T. determines the hours the Market shall operate. Until otherwise determined by B.O.O.T., the Market hours of operation are as follows:
 - a. The Market is open for operation from 5:30 PM until 8:30 PM.
 - b. **Sales may not begin until the official announcement of the Market opening.**
 - c. No products or services may be presold. Pre-selling includes (but not limited to) bagging, setting aside, preparing, or reserving in any fashion for a customer before the official opening of the Market.
 - d. Food preparation may begin before the opening of the Market, but food sales to customers may not take place until the official Market opening has been announced.

H. PARTICIPANT MARKET PROCEDURES

- 1. SET UP
 - a. **Set up of any kind may not begin earlier than 4:30 PM. You may not double park, park sideways or in any way disrupt parking that can be used by Old Town Customers prior to 4:30PM. This will be enforced in 2022. Violators will be asked to miss the next Market.**
 - b. Set up must be completed *before* 5:30 PM.
 - c. Market Manager shall direct the traffic flow, except that the Participant is solely responsible for the safe movement and operation of all vehicles, trailers, carts, and the like.
 - d. If an unauthorized vehicle is in the Participant's designated space, notify the Market Manager/staff. The Manager or staff member will follow procedure set forth by the Clovis Police Department. The Market Manager may reserve the right to reassign or adjust the Participant's space assignment.
- 2. CLOSING PROCEDURE AND TAKE DOWN
 - a. Take down shall not begin earlier than 8:30 PM, including tables, awnings, etc., and must be completed by 10:00 PM.
 - b. All fees and required documents must be delivered to the Market Manager or staff no later than 9:30 PM.
 - c. No vehicle may enter, move, or leave the Market between 5:30 PM and 8:30 PM, or outside those hours unless it is safe to do so and you have been given permission by the Market Manager or Market staff.
 - d. The Market Manager shall determine the priority of entering, moving, and leaving the Market, except that the Participant is solely responsible for the safe movement and operation of all vehicles, trailers, carts and the like.
 - e. No vehicle may enter the market area until an official announcement has been made allowing access.

3. DISPLAY ALL PERMITS AND LICENSES

- a. All required permits and licenses shall be provided and must accompany all foods and during transportation and shall be displayed prominently during selling hours. This posting includes, but is not limited to; Food Industry Health Permits, Health Department Inspection Report, Certified Producers Certificates, City Business Licenses all other required permits and licenses.
- b. A Participant shall provide, upon request by an enforcing officer or Market Manager, certificate, documentation, information, or identification that may be reasonably required to show that the conditions of the regulations are being met.
- c. Scales shall be approved commercial scales, and certified by the County Sealer, Office of Weights and Measures, for the current year.

4. VENDOR SPACE

- a. The Market is conducted in accordance with state and federal laws and local ordinances.
- b. Participants are required to comply and cooperate with all agency representatives.
- c. Participants are required to be familiar and comply with all health and safety guidelines.
- d. Participants will immediately comply with the Market Manager's directions in all matters, particularly relating to safety.
- e. The Market Manager and the Fresno County Environmental Health Agency, Fire Department, Fresno County Agricultural Commissioner, California Department of Food and Agriculture, or any other applicable agency, have the right to remove products and/or restrict or terminate the operation of any Participant which, in their judgment, violates health or safety codes pertaining to the sale or distribution of products or services.
- f. Participants shall comply with all applicable requirements of the California Uniform Retail Food Facilities Law, the County of Fresno Health Department Special Event Food Requirements, Fresno County Agricultural Commissioner, California Department of Food and Agriculture, and any other applicable agency.
- g. When selling at the Market, the vendor and the vendor's agricultural products shall comply with all applicable laws and regulations, including but not limited to:
 - i. Every stall shall have a container for trash.
 - ii. No display tables may be filled over carrying capacity; items on display must be stable.
 - iii. Table legs must be secure, and table must not cave in.
 - iv. All connecting rods of the shade set-ups must be secure in their fittings. Shade set-ups must be tied to seller's table or vehicle.
 - v. Tarps must be securely fastened.
 - vi. All boxes or crates of produce and other food products must be kept 6" off the ground under Section 21831 of the California Health & Safety Code.
 - vii. If the local health authority approves, distribution of samples in a manner that will ensure safe, unadulterated samples for the public may be allowable, under the following guidelines:

- (1) Keep samples in clean covered containers approved by the local health agency.
- (2) Use toothpicks or disposable utensils to distribute the samples.
- (3) Dispose of pits, peels, food waste and rubbish in leak proof garbage receptacles with close fitting lids.
- (4) Use clean disposable plastic gloves when cutting produce for sampling.
- (5) Produce intended for sampling must be washed and cleaned to be wholesome and safe for consumption.
- (6) Utensils and cutting surfaces must be washed and sanitized (use a chlorine solution of one teaspoon or cap of liquid bleach per gallon of water).
- (7) Cutting surfaces must be smooth, nonabsorbent, and easily cleaned.
- (8) Potable water shall be available for hand washing and sanitizing as approved by the local enforcement agency.
- (9) Smoking is not permitted in the event area and immediate sales area during market hours (State Health and Safety Code).
- (10) Vendor vehicles may not exceed the space allowances either by length, width, or height. If the height of the vehicle in any way restricts store fronts, the Market Manager may determine the vehicle not allowed.

5. DESCRIPTION OF SELLING SPACE AND REQUIREMENTS

- a. Space Size
 - i. *Entree Food Vendors* - 13 ft. wide X 15 ft. from the curb to the center of the street.
 - ii. *Specialty/Gourmet Food Vendors* - 13 ft. wide X 15 ft. from the curb to the center of the street.
 - iii. *Certified Producer* – one parking stall width, and a length of 15 feet from the edge of the curb.
 - iv. Vehicle height may not restrict the front of businesses.
 - v. Vehicle length may not exceed the space allowance of 15 feet.
 - vi. Space size for Commercial Sellers, Sponsors, and Non-Profit Organizations shall be as determined by the Market Manager.
- b. All displays, awnings, umbrellas, tables, etc., must stay within the space boundaries and may not encroach into any walkway, curb, sidewalk, fire lane, alley, or neighboring space.
- c. Participants are responsible for providing signs and displays including, but not limited to, tables, awnings, chairs, etc.
- d. All promotions and sales shall occur within the designated space assigned.
- e. Unoccupied space may not be used without permission from the Market Manager.
- f. Electricity and water are not generally available at Market sites and will not be guaranteed.
- g. Electricity is not guaranteed, and consumption may be restricted by the Market Manager.

- h. All wiring and electrical connections must conform to all applicable codes and regulations.
- i. Participants using electrical power must have and use a UL approved power strip with a GFI breaker.
- j. All equipment, products, display tables, awnings, etc., must be maintained in a safe manner.
- k. All Participants shall accept the space assigned by the Market Manager.
- l. No vendor may assign or sublet his/her space.
- m. All vendor space and displays must be clean and attractive.
- n. **In the event an unauthorized vehicle is parked in Participant's designated space during the set-up period the Market Manager/staff will follow the procedure set forth by the Clovis Police Department. The Market Manager/staff may exercise the right to reassign the Participant's designated space.**

6. ATTENDANCE

- a. Each Participant is required to participate in every individual Market or designated dates during the Market Year.
- b. Special circumstances may excuse the Participant from participating at an individual Market if written notice showing good cause, in the sole determination of the Market Manager, is given to the Market Manager at least 5 working days prior to the absence.
- c. A single unexcused absence will result in a fine in an amount to be determined by B.O.O.T., and or the Market Manager.
- d. Repeated absences may result in fines and/or other disciplinary action in the discretion of B.O.O.T.
- e. Food Vendors in all categories are committed to the full schedule of Market dates.

7. CLEAN UP

- a. Each Participant shall maintain the space assigned to them in a clean, attractive, and sanitary condition.
- b. Each Participant shall leave the space in a "broom clean" condition.
- c. Each Participant is individually responsible for cleaning their stalls and the aisle area in front of their stall.
- d. Trash may not be dumped in any Clovis trash receptacles.
- e. Disposal of cardboard boxes and product is the Participant's responsibility.
- f. Storm drains, flowerbeds, planters, or streets may not be used for disposal of trash or any other materials.

8. STANDARDS OF CONDUCT

- a. Participants and employees, Immediate Family, and others representing Participants must be:
 - i. Courteous, professional, and presentable.
 - ii. Knowledgeable about product and communicate clearly to customers.
 - iii. Honest.
 - iv. Considerate to each other, the Market Manager and other market staff, agency representatives, customers, officials and must treat all of them with respect and cooperation.

- v. Alcohol free. No consumption of alcoholic beverages, or any one under the influence of alcohol, or in possession of alcohol, will be allowed to participate.
- vi. Honorable. Yelling, swearing, name-calling, arguing, or physical aggression and any other inappropriate behavior will not be tolerated.
- vii. Responsible for reporting any complaints about other Participants or the Market management, rules and policies to the Market Manager or B.O.O.T. Board of Directors.
- viii. Respectful and must refrain from harmful remarks about vendors or the Market. Such remarks may be subject to legal liability for damages caused.
- ix. Dressed appropriately. Shirt and shoes are required.
- x. Vendor's shall not smoke within their space.

V. NON-COMPLIANCE

Participants who do not comply with pertinent state, federal, county, local regulations, any other applicable regulations, or these Regulations, may be subject to fines, suspension, and/or termination as provided below.

A. DISCIPLINARY PROCEDURE

1. If possible and reasonable under the circumstances, the Market Manager will attempt to give adequate warning and notice of possible consequential action prior to the actual disciplinary action.
 - a. Minor violations, determined at the sole discretion of the Market Manager, may be subject to a verbal warning by the Market Manager.
 - b. Notice of major violations and repeated violation(s) will be given in writing and may specify the penalty imposed.
 - c. Recurring violations may result in more stringent penalties including but not limited to suspension, and/or additional fines, and/or termination. A meeting of the B.O.O.T. Board of Directors will be convened within ten (10) working days of the offense to consider appropriate action.
2. Penalties for rule violation will be determined by the Market Manager and/or the B.O.O.T. Board of Directors. The Market Manager has the power to levy fines in an amount not exceeding \$150.00, per violation and/or to suspend a Participant from the remainder of a current Market and up to one additional individual Market. The B.O.O.T. Board of Directors has the power to levy fines in an amount not exceeding \$500.00, per violation and/or impose any other penalties. Any fine or suspension imposed may be reviewed by the B.O.O.T. Board of Directors at the request of the Market Manager, any Board member, or an aggrieved Participant pursuant to the appeal procedures set forth below. On such review, the Board may affirm the fine or suspension imposed, or may increase or decrease any such penalty or impose a different or additional penalty or penalties. Penalties for rule violation may include all options listed below:
 - a. Suspension for one or more individual Markets
 - b. Monetary fines
 - c. Termination from future participation in the Market.
3. In cases of extreme or disruptive misconduct or violation, the Market Manager and/or the B.O.O.T. Board of Directors have the authority to impose an immediate suspension.

4. Participants are responsible for and will be held accountable for the actions of their Employees, Immediate Family, agents, representatives, and invitees.

VI. APPEAL

A. APPEAL PROCEDURE

1. Any person aggrieved by a decision of the Market Manager or the B.O.O.T. Board of Directors may request a hearing.
 - a. The request must be in writing, addressed to the B.O.O.T. Board of Directors, and submitted at least two weeks in advance of the next scheduled Board meeting.
 - b. The appealing party will be given at least 5 days' notice of the date, time, and place of the Board meeting, at which time the appealing party will have the right to be heard on the matter.
 - c. The Board's decision will be given in writing to the appealing party within thirty (30) days of the receipt of the complaint.