



# 2018 Stall Reservation Request (February 1, 2018-February 1, 2019) Certified Producer Application

| Office Use Only |            |
|-----------------|------------|
| Reg _____       | Cert _____ |
| PA _____        | \$ _____   |
| Date _____      |            |

Business Name:  
If using a Fictitious Name, attach copies of statements  
Owner Name:  
Contact Name (if different from owner):

Mailing Address:

Email Address:  
Website:

Producer Certification Number: \_\_\_\_\_  
Expiration Date: \_\_\_/\_\_\_/\_\_\_  
Proposed 2<sup>nd</sup> Certification Number: \_\_\_\_\_  
Expiration Date: \_\_\_/\_\_\_/\_\_\_  
Proposed 2<sup>nd</sup> Certification Number: \_\_\_\_\_  
Expiration Date: \_\_\_/\_\_\_/\_\_\_

PLEASE ATTACH COPY OF CERTIFIED PRODUCER CERTIFICATE(S) AND A LIST OF PRODUCE YOU ARE REQUESTING TO SELL ON A SECOND CERTIFICATE

**Will you be selling any processed foods? Yes \_\_\_ No \_\_\_;**  
**please attach health permit.**

**Does your farm participate in WIC? Yes \_\_\_ No \_\_\_**

**Contact Person's Data**

**Cell Phone:**  
 This phone accepts text messages

2nd Phone:  
Fax Number:

*Please check the box of the best method to reach you with an emergency at market: (choose one)*

**Text Message:**  
 **Phone:**  
 **Email:**

In an emergency, the Market Manager will contact the Certified Producer who can contact their market stall holder.

I request permission to sell products I grow at the CFMA certified farmers' markets. I will not resell products at these markets. I will receive a copy of the 2018 CFMA Market Rules & Regulations upon stall confirmation. I agree to observe and obey the terms and conditions set forth in the 2018 CFMA Market Rules and Regulations and CFMA Market Notices that are periodically issued throughout the year by CFMA. I agree to abide by the due process and grievance/claim policies and procedures outlined in the 2018 CFMA Market Rules & Regulations. I agree to abide by the terms and conditions set forth in the enclosed Participation Agreement as indicated by my signature below and my signature located on the Participation Agreement on the reverse side. I agree to cooperate with the market manager, pay the required fees, pay any assessed fines/penalties, and submit a legible, complete and accurate load list(s) at the end of each market day. I understand my farm/business is scheduled for a season, and my stall participation is reserved in 30-day increments. Each 30-day renewal of selling privileges is automatic, unless negative compliance occurs, including, but not limited to: cooperation and positive relations with the market manager, quality of products, adherence to market rules and regulations, adherence to the State of California Uniform Retail Food Laws (CalCode), and adherence to the State's direct marketing regulations. I agree that the market manager may adjust, limit, or increase the supply of the product(s) I offer for sale. I will provide the market manager a copy of my current embossed certified producer certificate prior to commencing sales for the season at any CFMA certified farmers' market. My signature below demonstrates that I am the Certified Producer and signifies my agreement with the above:

\_\_\_\_\_  
**Signature of Certified Producer**

\_\_\_\_\_  
**Date**

## 2018 Participation Agreement Certified Producer

I hereby acknowledge receipt of and agree to observe and obey the California Farmers' Markets Association (CFMA) 2018 Market Rules and Regulations, which are mailed upon confirmation. I agree to complete and submit a legible, complete and accurate certified producer/non-agricultural producer market load list(s) each market day of participation.

I/We hereby agree, as a certified producer or as a non-certifiable agricultural producer at a CFMA's certified farmers' market, that I/we will indemnify and hold harmless the sponsors of the market site, the CFMA, their agents, directors and employees, from and against any and all liability, claims, demands, expenses, attorney's fees and costs including expert consultant/witness fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with my/our use or occupancy as a certified producer / non-certifiable agricultural producer at a CFMA certified farmers' market.

I hereby agree as a certified producer / non-certifiable agricultural producer participating in the CFMA certified farmers' markets that I will maintain vehicle(s) liability insurance, and where applicable, product liability insurance and worker's compensation insurance, in effect while I am a participating in any CFMA certified farmers' market.

I hereby agree and understand the participation of my farm/business is scheduled on an annual/seasonal basis and my participation is not automatic and is subject to approval each year. Selling privileges of my farm/business are renewed in 30-day increments provided no negative compliance occurs. CFMA will base my renewal on many factors including, but not limited to: consistent reserved attendance, cooperation with the market manager, positive relations with the market manager, quality of products, volume sold of similar products, submission of completed load lists, adherence to the market rules and regulations, and adherence to the State of California direct marketing regulations and where applicable the State of California Uniform Retail Food Laws (CalCode). I will not utilize distributorships or commission payments to compensate for the sales of my products.

I hereby declare that I have the authority to sign this acknowledgement/agreement as the participant or the participant's representative. By signing this acknowledgement/agreement, I acknowledge that a representative(s) of CFMA is hereby given permission to visit the location(s) where my product(s) is/are produced and/or stored to verify compliance with the 2018 CFMA Market Rules and Regulations and the State of California's direct marketing regulations. Failure to grant permission to visit location(s) will result in immediate termination of participation privileges in all CFMA markets. I agree that any information gathered at a CFMA market or site visit to my production and/or storage location will be shared with other farmers' markets upon their request.

I agree that any dispute that arises between myself and the CFMA or between the participating farm/business and CFMA and any other person(s) and/or entity(ies) related to the participation in CFMA markets shall be resolved by the process as outlined in the 2018 CFMA Market Rules and Regulations. I waive my right to a court or jury trial and agree to abide by and utilize the CFMA dispute resolution policies and procedures stated in the 2018 CFMA Market Rules and Regulations which shall be the sole method of resolving disputes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Participating Business



## Other Non-CFMA Markets

Please list markets you attend that are not operated by CFMA.



| Market Name  | City | County |
|--|------|--------|
|  |      |        |
|  |      |        |
|  |      |        |
|  |      |        |
| Attach a separate sheet if needed to list more markets |      |        |


## Authorized Representatives Who Sell For Your Farm

Please attach a list of your employees, family members, and authorized representatives (mandated under proposed Regulation # 1392.5 (c) )

### 2018 Application Fee Chart - Certified Producer

Application fee is divided into 3 categories:

- I. Pay \$25 if you qualify as a backyard grower.
- II. Pay \$100 if you plan to attend 3 or less market locations per year.
- III. If you plan to attend 4 or more CFMA market locations this year, please pay the fee according to the number of markets you will attend as listed below.

|   |  |                  |
|---|--|------------------|
| <b>I.</b>   | <b>Backyard Grower Application Fee</b><br>Small production area less than ¼ acre total.  | <b>\$25</b>      |
| <b>II.</b>  | <b>Standard Non-Refundable Application Fee</b><br>Attends 3 or less different market locations per year. Application fee is non-refundable, but includes participation in 3 markets. | <b>\$100</b>     |
| <b>III.</b>   | <b>Multiple Market Participation Fee</b><br>Attends 4 or more different market locations per year. Standard Application Fee + \$ 50 per additional market.                           | <b>see below</b> |
|   | <b>4 markets = \$100 + \$50</b>  | <b>\$150</b>     |
|   | <b>5 markets = \$100 + \$100</b>   | <b>\$200</b>     |
|   | <b>6 markets = \$100 + \$150</b>   | <b>\$250</b>     |
|   | <b>7 markets = \$100 + \$200</b>   | <b>\$300</b>     |
|   | <b>8 markets = \$100 + \$250</b>   | <b>\$350</b>     |
|   | <b>9 markets = \$100 + \$300</b>   | <b>\$400</b>     |
|   | <b>10 markets or more</b>  | <b>\$500</b>     |
|  | Enclose total 2018 fee<br>(New applicants are not required to send a fee until admitted to a CFMA market)  | \$ _____         |

# 2018 Stall Reservation Request

Certified Producer Name: \_\_\_\_\_ Date: \_\_\_\_\_

|                  | Market Location                 | Market Day/Time            | Market Season       | Attendance 2017 | Check to request 2018 | Approx. Start Date 2018 | Approx. End Date 2018 | Status (Office Only) |
|------------------|---------------------------------|----------------------------|---------------------|-----------------|-----------------------|-------------------------|-----------------------|----------------------|
| <b>Wed</b>       | San Jose Santana Row            | Wednesdays<br>4 pm - 8 pm  | May 2 - Sept 26     |                 |                       |                         |                       |                      |
| <b>Thursdays</b> | San Francisco Crocker Galleria  | Thursdays<br>11 am - 3pm   | Year Round          |                 |                       |                         |                       |                      |
|                  | Daly City Serramonte Center     | Thursdays<br>9am-1pm       | Year Round          |                 |                       |                         |                       |                      |
|                  | Los Altos Downtown              | Thursdays<br>4pm - 8pm     | May 3 - Sept 27     |                 |                       |                         |                       |                      |
|                  | South San Francisco Kaiser      | Thursdays<br>11am - 1 pm   | May 17 - Oct 25     |                 |                       |                         |                       |                      |
| <b>Fri</b>       | Walnut Creek Rossmoor           | Fridays<br>9:30am-12pm     | May 18 - October 26 |                 |                       |                         |                       |                      |
| <b>Saturdays</b> | San Leandro Bayfair Center      | Saturdays<br>9am-1pm       | Year Round          |                 |                       |                         |                       |                      |
|                  | Daly City Serramonte Center     | Saturdays<br>9am-1pm       | Year Round          |                 |                       |                         |                       |                      |
|                  | Walnut Creek Diablo Valley      | Saturdays<br>9am-1pm       | Year Round          |                 |                       |                         |                       |                      |
|                  | Morgan Hill Train Depot         | Saturdays<br>9am-1pm       | Year Round          |                 |                       |                         |                       |                      |
|                  | Saratoga West Valley College    | Saturdays<br>9am-1pm       | Year Round          |                 |                       |                         |                       |                      |
| <b>Sundays</b>   | San Francisco Fort Mason Center | Sundays<br>9:30am - 1:30pm | Year Round          |                 |                       |                         |                       |                      |
|                  | Los Gatos Town Park Plaza       | Sundays<br>9am-1pm         | Year Round          |                 |                       |                         |                       |                      |
|                  | Moraga Moraga Center            | Sundays<br>9am-1pm         | Year Round          |                 |                       |                         |                       |                      |
|                  | Mountain View Train Station     | Sundays<br>9am-1pm         | Year Round          |                 |                       |                         |                       |                      |
|                  | San Jose Westfield Oakridge     | Sundays<br>9am-1pm         | Year Round          |                 |                       |                         |                       |                      |

Each market stall is reserved by the Market Manager.

