

Specialty Item Application For The Farmers' Market

COMPANY NAME :		NAME:	
MOBILE :	OFFICE:	HOME:	
FAX:		EMAIL:	
MAILING ADDRESS:			
CITY:		STATE:	ZIP:
WEBSITE:			
SOCIAL MEDIA:			
PRODUCTS/ PROMOTION:			
DO YOU SELL OUT OF A VEHICLE? YES/ NO		VEHICLES DIMENSIONS:	
REQUESTED START DATE:		TENT SPACE NEEDED: 10' 20' 30' 40'	
List of Farmers Markets Check the Farmers Markets that you're interested in		Farmers Market Space Fees Some markets have additional fees, please ask for details	
	Sherman Oaks CFM- Tuesdays 3pm-8pm	TBD on case by case basis	
	CSUN-CFM Tuesdays 11am-3pm	TBD on case by case basis	
	Pershing Square CFM- Wednesdays 11am-2pm	TBD on case by case basis	
	USC CFM- Wednesdays 11am-3pm	TBD on case by case basis	
	Miracle Mile CFM- Wednesdays 11am-3pm	TBD on case by case basis	
	Grand-CFM Wednesdays 11am-2pm	TBD on case by case basis	
	Glendale-CFM Thursdays 2pm-7pm	TBD on case by case basis	
	Lancaster CFM- Thursdays 3pm-8pm	TBD on case by case basis	
	Century City CFM- Thursdays 11am-3pm	TBD on case by case basis	
	7th & Figueroa CFM- Thursdays 10am-2:30pm	TBD on case by case basis	
	The Collections CFM- Thursday 4pm-8pm	TBD on case by case basis	
	Bank of America CFM- Fridays 10am-2pm	TBD on case by case basis	
	PT. Hueneme CFM- Saturdays 10am-2pm	TBD on case by case basis	
	The Glen Center CFM Saturdays 8am-2pm	TBD on case by case basis	
	Downtown Downey CFM- Saturdays 9am-1pm	TBD on case by case basis	
	Calabasas CFM- Saturdays 8am-1pm	TBD on case by case basis	
	LaCanada Flintridge CFM Saturdays 9am-1pm	TBD on case by case basis	
	Agoura Hills CFM- Sundays 9am-2pm	TBD on case by case basis	
	Brentwood CFM- Sundays 9am-2:30pm	TBD on case by case basis	
	Pacific Palisades CFM- Sundays 8am-1pm	TBD on case by case basis	
	Larchmont Village CFM- Sundays 10am-2pm	TBD on case by case basis	
	Melrose Place CFM- Sundays 10am-2pm	TBD on case by case basis	
	Westlake Village CFM- Sundays 10am-2pm	TBD on case by case basis	
	Channel Island CFM- Sundays 10am-2pm	TBD on case by case basis	

MARKET RULES AND POLICIES

Company Name:	Date:
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SECTION I – GENERAL MARKET GUIDELINES:

1. These rules are in effect for all farmers/vendors attending our Farmers Markets. By initialing each rule and signing this document, you are signifying that you understand the rules and are agreeing to abide by the rules.

Initial: _____

2. When you attend our Farmers Markets, you must follow the laws and regulations of the appropriate Local County, State and/or Federal authorities. Raw Inspiration, Inc. (“**Raw Inspiration**”) and its officers and members do not condone any violation of laws even if purported to be done because of or in the interest of the market. For example, farmers/vendors must not block handicapped cut-outs on sidewalks, must not interfere with fire codes or violate traffic laws while setting up or for the duration of the market.

Initial: _____

3. ALL MARKETS ARE HELD WEEKLY, RAIN OR SHINE. If you have been accepted to a market, your attendance is expected and required, even on rainy days.

Initial: _____

4. If you do not show at a market you are scheduled for, you may lose your regular space in the market and be moved to a less desirable space. If you do not show up for two consecutive weeks or more, you may lose your space at that and other markets you have been scheduled for and be replaced by another farmer/vendor to attend any and all markets in your place.

Initial: _____

5. We reserve the right to replace a farmer/vendor in any other market if the farmer/vendor fails to attend other markets he/she is scheduled for or has been assigned. The assignment to the other markets will be given to those who also attend lower-volume markets, as we prefer to give preference to farmers/vendors who will work with us to build up markets.

Initial: _____

6. If there is a no-show to a market, walk-ins will be allowed to attend on a first come, first served basis providing they meet the standards and criteria outlined in our materials. Walk-ins will be placed 15 minutes before the market opens. **PLEASE NOTE: THIS MEANS IF YOU HAVE PRE-RESERVED A SPACE, IT MIGHT BE GIVEN AWAY IF YOU HAVE NOT ARRIVED 20 MINUTES BEFORE THE MARKET OPENS, IN WHICH CASE YOUR PAYMENT WILL BE FORFEITED.**

Initial: _____

7. It is your sole responsibility and obligation to comply with the rules and regulations of the Department of Agriculture, the Department of Health and the Fire Department and any other government agencies having jurisdiction over the Farmers Market, the farmer/vendor, and Raw

Company Name:

Date:

Inspiration. Neither the market nor Raw Inspiration or their employees, associates, agents or affiliates are responsible for any fines incurred by you at the market(s). Therefore, if the market, Raw Inspiration or any of their employees, associates, agents or affiliates is fined for a violation you committed, you will be obligated to pay the fine or otherwise be subject to termination from the market.

Initial: _____

8. The market manager of each Farmers Market location reserves the right to exclude any vendor from selling items that are not approved by the market manager at the time of admission to the Farmers Market.

Initial: _____

9. You may apply for admission of agricultural products to the Farmers Market by filling out an application, which can be obtained from www.rawinspiration.org. In addition, you must provide all necessary and required agricultural certificates, permits, insurance and pictures. Once these materials have been received, and if you are approved and if there is space in the market, you will be notified and given a date on which to start.

Initial: _____

10. The Farmers Market is a Certified Farmers Market with a Non-Certified Section. The Farmers Market may contain the following products: Non-Certifiable Agricultural Products (example: jam or juice made from fruit the farmer grew), Non-Agricultural Products (example: bakery goods), Agricultural Products (example: flowers) and Certified Agricultural Products (example: potatoes). The Certified and Non-Certified Sections of the Farmers Market are clearly delineated and characterized by signage (i.e., "Certified Section" and "Non-Certified Section"). The Market Coordinator of Raw Inspiration (the "**Market Coordinator**") reserves the right to include or exclude, in its sole discretion, any farmer/vendor as appropriate in or from the Farmers Market and/or any Certified or Non-Certified Section thereof.

Initial: _____

11. All farmers and vendors must be pre-approved by Raw Inspiration to participate in the Farmers Market. Admission to the Farmers Market is obtained by filling out an application which can be obtained from the website – www.rawinspiration.org, or by calling our office at 818-591-8161. In addition, you must provide all necessary and required permits, insurance, pictures and application fees. Once these materials have been received, and if you are approved and if there is space in the market, you will be notified and given a date on which to start.

Initial: _____

12. Second Certificates: A certified producer (including farmers, nurserymen, fishermen and other agricultural producers) may sell for another certified producer (including, but not limited to, separate entities, such as partnerships in which the certified producer has an interest as an individual member) *only*

at the express written permission of the market manager and subject to the following rules:

- A certified producer may not sell for, nor be represented by, more than one other certified producer in any 12 month period.
- Each certified producer's certified agricultural products to be sold or offered for sale shall be separated and identifiable by each certified producer's valid certificate at the point of sale.
- The name of the certified producer for whom another certified producer is selling shall appear on the certificate of the certified producer that is conducting sales at the market.
- The name of the certified producer who is selling the products of another certified producer shall appear on the certificate of the person or entity for whom the certified producer is selling.
- The certified producer selling for another certified producer shall be selling or offering for sale, at the market on the same day, certified agricultural products which the certified producer conducting the sales has produced itself and which are in greater volume than the volume offered for sale for the other certified producer. For purposes of this rule, the volume shall be measured by the weight or dollar value of the products at the time and point of sale. This volume requirement shall apply only at the beginning of each day of sale.
- The certified producer applying for second certification shall obtain and submit to the agricultural commissioner, prior to certification, written authority from said other certified producers to sell on their behalf.
- Commission sales and buying and selling between certified producers is prohibited. Any payment made for the service of one certified producer selling for another certified producer shall not be related to the volume or value of the products sold.
- A certified producer who sells certified agricultural products on behalf of another certified producer or whose products are sold by another certified producer at the market shall keep for a period of not less than three years, the following records relating to such products:

Date of transfer to seller and accurate amount of products (by weight, dry measure, or count) transferred. Each separate product and amount shall be recorded according to variety.

Date of sale and accurate amount of products (by weight, dry measure, or count) sold. Each separate product and amount shall be recorded according to variety.

Names of both certified producers involved.

- A certified producer who sells certified agricultural products on behalf of another certified producer or whose products are sold by another certified producer at the market shall produce, for inspection, records required by this section upon demand of a representative of the department or county agricultural commissioner.
- If a certified producer who sells certified agricultural products at the market on behalf of another certified producer is unable to verify his/her sales on any market day, he/she will not be permitted to participate in the market.
- Each certified producer must have a separate load sheet.

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- Each certified producer is responsible for stall fee payments.
- A certified producer whose products are sold by another certified producer at the market must be able to identify the quantity and identity of their crops sold at the market. Failure to do so will result in revocation of all selling privileges for such producer's products.
- Second certificates will not be granted to a certified producer for the sole purpose of supplementing its own type of product supply.
- Each additional certificate must be applied for and is subject to the approval of the market manager. Products subject to a second certificate can only be sold after such approval has been granted.
- Second certificates will only be granted if the products subject to the second certificate are not available directly from another agricultural vendor approved for the market. *Second certificate approval may be revoked by the market manager at any time that the products subject to the second certificate become available directly from another agricultural vendor approved for the market.*

For additional rules and regulations pertaining to second certificates, see section 1392.4(f) of the Direct Marketing Regulations.

Initial: _____

SECTION II – INSURANCE, CERTIFICATES & PERMITS:

1. All farmers and vendors must carry the following insurance: General Commercial Liability, Comprehensive Bodily Injury, Property Damage, Fire, Product Liability and Worker's Compensation insurance as per our insurance requirements **before** being placed in a market. Please refer to "FARMERS MARKET BOOTH CONCESSION LICENSE AGREEMENT" for our insurance requirements. All insurance policies must be primary and non-contributory to any other insurance which may be available to any Additional Insured (as defined below) and shall contain a waiver of subrogation in their favor and endorsements. Proof of insurance must be sent to our office once you are accepted and before you can participate in the Farmers Market. Upon acceptance to the Farmers Market, the following additional insureds (collectively, "**Additional Insureds**") must be added to your insurance policy:

- Raw Inspiration, Inc., CCFM, Inc., Jennifer McColm LLC, and their respective officers, directors, agents, servants, employees, divisions, subsidiaries, shareholders, partners, members, managers, affiliated companies, successors and assigns, **AND**
- The **specific** Farmers Market locations you will be attending (e.g., "Brentwood Farmers Market"), **AND**
- The **City** of the Farmers Market location (e.g., City of Brentwood, CA), **AND**
- InterWest Insurance Services, Inc.

The following are insurance companies that can provide you with insurance: Hartford 877-495-8542 x2; Shahinian 800-457-2231 contact: Liz Shahinian

Initial: _____

Company Name:

Date:

***For farmers with agricultural products**

2. Each farmer must openly display an embossed copy of their certificate at their booth at all times during the Farmers Market and provide a copy of their certificate to the Market Coordinator. It is the farmer's responsibility to keep this copy current with Market Coordinator.

Initial: _____

***For farmers with agricultural products:**

3. A current copy of an employment agreement must be held by any employee who is not a member of the farmer's family. Such employee agreements must be renewed at the same time that the producer's certificate is renewed.

Initial: _____

***For farmers with agricultural products:**

4. Farmers who use a scale must have it checked, tested and sealed within the previous twelve (12) months from the County Department of Weights and Measures. (Phone: 562-940-7803)

Initial: _____

***For farmers with agricultural products:**

5. Farmers must not sell any commodity at the Farmers Market that does not appear on their certificate or that is not of their own production unless covered under a second certificate. If there is a second certificate, both farm names must appear on the bottom of each certificate.

Initial: _____

***For farmers with processed agricultural products**

6. Farmers with processed agricultural products (juices, jams, etc.) must carry a certificate showing Health Department approval of their processing facility.

Initial: _____

***For prepared and pre-packaged food farmers/vendors**

7. For food farmers/vendors, you must obtain a Temporary Event Permit (TEP) from the Health Department for each market you participate in, or have a valid yearly permit from the Health Department on your truck or cart. You may not participate in a market unless a Health Department Permit has been obtained **prior** to the start date. If you obtained a TEP, it must be renewed annually in order for you to remain in the market. You must provide a current copy of the TEP to the Market Coordinator each quarter and post a copy in your booth each week.

Initial: _____

***For prepared food farmers/vendors**

8. Prepared food farmers/vendors must sign and return the "Requirements for Cooking" form. It is your responsibility to return a signed copy to the Market Coordinator and abide by all Fire Department orders and regulations.

Initial: _____

***For craft, prepared food and pre-packaged food farmers/vendors**

Company Name:

Date:

9. It is your sole responsibility to obtain a seller's permit for the sale of your products, give a copy of such seller's permit to the Market Coordinator and post a copy at your booth each week.

Initial: _____

SECTION III – MARKET OPERATIONS:

1. Each market has a designated market manager. Farmers/vendors who are scheduled to attend agree to follow the market manager's instructions while participating in the market. If there is a disagreement or altercation with a market manager, a complaint may be made in writing to the Market Coordinator describing such disagreement or altercation. While such complaint is pending, the farmer/vendor shall be required to cooperate at all times with the on-site manager during the operation of the market. The telephone number of the Market Coordinator is 818-591-8161 or email is info@rawinspiration.org.

Initial: _____

2. Each Farmers Market has designated hours of operation and farmers/vendors who participate must arrive early to set up in time for the opening of the market and must not leave the premises prior to market close.

Initial: _____

3. Each vendor is responsible for **completely** cleaning his or her work area at the Farmers Market. The area must be left in the **exact** same condition or better than the start. (The city and the retail stores are watching very carefully to see that we clean up the street and put it back to its original condition!) This means you must sweep and completely clean your area of all trash, toothpicks, samples, flower petals, leaves and debris that may be left over in and around the booth space. **(FAILURE TO DO SO MAY RESULT IN DISMISSAL FROM THE MARKET. Please bring your own broom and dustpan to the market each week and be prepared to dispose of your own trash.)**

Initial: _____

4. Farmers/vendors must remove any and all trash from the premises that they have accumulated during the Farmers Market.

Initial: _____

5. Each vendor is required to have the following "safety items" with them at every market on every day of attendance: 4 – 20 lbs. bags filled with sand or rocks and ties per tent, 4 bungee cords or zip ties, a first aid kit, and a fire retardant tent (approved by the Fire Dept. with the official seal on the tent or with certificate carried with the vendor at all times). If the vendor does not bring any or all of these items, the market manager reserves the right to have the vendor leave the market, at the vendor's expense, for the day. If the market is already set up, the market manager has the right to have the vendor break down its tent and stop the selling of all products. In addition, the vendor will not be allowed to leave the market until the market is closed and the vendor will be responsible for payment of all applicable market fees.

Initial: _____

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6. Whenever a dangerous condition exists at a market, at the sole discretion of the market manager, the market will closed and all vendors shall leave the market area immediately upon notification by the market manager or representative. The determination of whether a “dangerous condition” exists shall be at the sole and absolute discretion of the market manager or other authorized representative of Raw Inspiration. All vendors will be notified whether or not they have time for breakdown.

Initial: _____

7. ***Due Process*** – Market management shall provide reasonable due process to vendors prior to the imposition of a fine, suspension or expulsion from the market. The vendor shall receive a written notice if the action includes a fine, suspension or expulsion from the market. The notice shall state the specific reasons for the proposed action. The notice shall be delivered in person or mailed to the vendor prior to the imposition of the fine, suspension or expulsion, unless an immediate suspension is necessary to protect the public health, safety or welfare. The notice shall advise the participant that he or she has fifteen (15) calendar days to submit a written appeal of the proposed action. If an appeal is submitted in a timely manner, then the market’s board of directors shall arrange a date and time for the appealing vendor to appear before it, or its designee, for an administrative hearing. At the hearing, the appealing vendor will have the opportunity to present evidence and arguments regarding the reasons stated for the proposed action and the appropriateness of the proposed action. The board of directors will issue a written decision upholding, reversing or modifying the proposed action within fifteen (15) calendar days from the conclusion of the hearing. Until the decision is reached, the market coordinator sanctions remain in effect.

Initial: _____

SECTION IV – MARKET FEES:

1. We reserve the right to charge, in our sole discretion, a flat fee rather than a percentage commission of sales. If we determine to implement this for one or more of our Farmers Markets, we will notify you ahead of time.

Initial: _____

2. For the Farmers Markets where a flat fee is charged, you must pay such fee in advance for your space. You must also book and pay all fees on a week-to-week or month-to-month basis, as applicable. All fees paid are non-refundable and will not be returned if you do not attend a market. Fees paid may not be applied to future weeks. Other fees may be charged such as cleaning fees, building management fees, etc., and must be paid in advance.

Initial: _____

3. In all markets, you will be charged a no-show fee if you fail to attend when you are scheduled. Calling the office mid-week to say you are not coming does not absolve you of the no-show fee. The payment must be received at our office before the next market day, not at the next market. These no-show fees are as follows:
- Farmers pay a \$25 fee.
 - Food vendors pay their normal space fee for the day.

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Date:

- c. Crafters forfeit their advance payment and must pay in advance for the next market they wish to schedule.

Initial: _____

4. In markets where fees are paid week-to-week, you must pre-pay at the close of each market for the next week if you intend to participate that week. If you do not pay, we will assume you are not attending and the space may be rented to someone else at our sole discretion. There is a waiting list for most of our markets, so the space will be filled as soon as we note the no-payment.

Initial: _____

5. In markets where fees are paid month-to-month, you must pre-pay at the close of each market for the next month if you intend to participate that month. If you do not pay, we will assume you are not attending and the space may be rented to someone else at our sole discretion. There is a waiting list for most of our markets, so the space will be filled as soon as we note the no-payment.

Initial: _____

6. Any farmer/vendor paying by a check that is returned by the bank for insufficient funds shall pay a \$12 processing fee to Raw Inspiration. After we receive two insufficient fund checks, you will thereafter be required to pay by cashier's check, money order, cash or credit card.

Initial: _____

7. After a no-payment or bounced check, you will not be permitted back into the market until you pre-pay. The fee must be received at our office prior to the market, not at the market. Once we receive payment, if there is available space, you will be assigned a space that week, but we cannot guarantee it will be the same space you previously had. If the market is full, you will be so informed and will be put on a waiting list for that market.

Initial: _____

8. Once you pre-pay to reserve a space, attendance is expected. There will be no roll-overs or cancellations or refunds of any fees. If you cannot attend the market for any reason, the payment will not be refunded.

Initial: _____

9. All farmers/vendors are subject to an audit of their daily gross sales by the market manager or its designee to verify the accuracy of the reported sales in any given week or month, as applicable. All farmers/vendors shall keep and maintain all appropriate books and records necessary for verification that the proper payments of fees have been paid. Upon 48 hours' notice to the farmer/vendor, such farmer/vendor shall give the market manager or its designee full access, during normal business hours, to such farmer/vendor's books and records for the purpose of verifying the accuracy of the reported gross sales and the amounts paid as fees. Any underpayment found will be remedied by the farmer/vendor within five (5) days of such audit and shall be subject to a fine of up to ten percent (10%) of the amount of underpayment. The market manager shall also have the

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right, in its sole and absolute judgment, to dismiss any farmer/vendor from the market if such farmer/vendor is found to have intentionally misreported its gross sales.

Initial: _____

***For certified farmers only:**

10. Certified Farmers agree to pay 60 cents for the California Department of Food and Agriculture (CDFA) fund for each certificate at each market weekly. This fee will be collected at the close of every market or paid in the monthly or weekly pre-payments, as applicable. The market will total these payments each quarter and remit the payments to the CDFA.

Initial: _____

SECTION V – SAFETY GUIDELINES:

1. All farmers and vendors who offer food samples to customers must use sneeze guards that comply with the Health Department regulations. (The Health Department's phone number is 310-665-8450.)

Initial: _____

2. Farmers and vendors must provide documentation that they are using a flame retardant tent – with a signed statement that the tent is flame retardant and in compliance with the Fire Department orders and regulations.

Initial: _____

3. Liquid waste must be properly disposed of in the designated area in the market **prior** to leaving the market each week. (A memo and map outlining the liquid waste station for the market is available from the market manager upon request).

Initial: _____

SECTION V – CONCLUSION:

1. You acknowledge and agree that you and Raw Inspiration shall at all times be acting and performing in the capacity of independent contractors and not as an employee, agent, partner or joint venturer of the other party or its affiliates. No act of Raw Inspiration, CCFM, Inc., Jennifer McColm LLC or their respective affiliates or any farmer/vendor shall be construed to create a joint venture, partnership, agency, association, employment relationship or other affiliation, or like relationship, between the parties. You further acknowledge and agree that you shall have no power or authority to bind Raw Inspiration, CCFM, Inc., Jennifer McColm LLC or their respective affiliates by any contract or engagement or render Raw Inspiration, CCFM, Inc., Jennifer McColm LLC or their respective affiliates liable for any purpose or in any amount.

Initial: _____

2. You will be given written notice of any violations of these rules by the market manager or Market Coordinator. Failure to comply with these rules may result in dismissal or suspension from the

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market. It is in the sole judgment of the Market Coordinator to decide which action will be taken after reviewing written reports of violations.

Initial: _____

3. Raw Inspiration and its designated agents shall implement and enforce all rules and regulations in a fair and equitable manner.

Initial: _____

**PS: Please let us know when you will be out of the market (for example, if you sell seasonal fruits...)
Great to have you on board!**

By signing below, I acknowledge that I understand and accept these rules and agree to abide by them:

SIGNATURE OF OWNER OR AUTHORIZED PERSON

DATE

PRINT NAME OF OWNER OR AUTHORIZED PERSON

PRINT COMPANY OR FARM NAME

FARMERS MARKET BOOTH CONCESSION LICENSE AGREEMENT

This Booth Concession License Agreement (this “**Agreement**”) is made effective as of _____, 200_____, Between Raw Inspiration, Inc., a California non-profit corporation (referred to as “**Operator**”), and _____ (referred to as “**Vendor**”).

1. License of Booth Space

Vendor hereby agrees to license from Operator a booth space (the “**Booth**”) at the _____ Farmers Market (the “**Farmers Market**”), with such location and permitted time of use of the Booth to be designated by Operator. The size of the Booth shall be as specified on one or more Application(s) (as defined in Section 5) submitted by Vendor and approved by Operator, or as otherwise mutually agreed upon by Operator and Vendor.

2. Purpose and Use

a. Vendor shall use the Booth for the sole purpose of selling its produce, products, merchandise or other goods (the “**Goods**”) as may be pre-approved by Operator for sale at the weekly Farmers Market. Vendor shall not use or permit the use of the Booth for any other purpose.

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- b. Operator has the right to restrict or limit Vendor's sale of Goods at the Booth which Operator may, in its sole judgment, deem to be competitive with other Goods sold by Operator or other vendors at the Farmers Market.
- c. Trash or other materials shall not be allowed to accumulate in or near the Booth area. The storage or use of welding, flammable, explosive or other inherently dangerous material is prohibited. Vendor shall not store or use in the Booth any items which shall be in violation of any law or regulation, or do any act or cause to be done any act which creates or may create a nuisance in or upon or connected with the Booth area.
- d. No tobacco products shall be sold or distributed by Vendor.
- e. For all days of the Farmers Market that Vendor is scheduled to attend, Vendor agrees to operate Vendor's concession business and be open for business for the entire duration that the Farmers Market is open to the public.

3. Term of Use

The term of this Agreement shall be for the period specified on one or more Application(s) submitted by Vendor and approved by Operator, or as otherwise mutually agreed upon by Operator and Vendor. The Vendor expressly acknowledges and agrees that it shall be bound by the terms and conditions of this Agreement during all times that it uses the Booth, regardless of whether such use extends over a continuous period of weeks or such use is for only certain weeks (e.g., Vendor uses the Booth for one week only, and then uses the Booth again four weeks later).

4. Access to Booth

Vendor agrees Operator shall have the right of free access to the Booth at all times.

5. Fee for Use of Booth

Vendor shall pay a fee per week or month, as applicable (the "**Fee**"), as shown on the Farmers Market application attached hereto as Exhibit A (the "**Application**"). The Fee is due and payable as shown on the Application. The Fee for the first week or month, as applicable, shall be paid to Operator upon execution of this Agreement.

6. Non-Payment of Fee

If any payment of the Fee is not received by Operator when due as shown on the Application, Operator shall assume Vendor is not returning and Operator shall have the right to allow another vendor to have use of Vendor's reserved space.

7. Vendor's Insurance

a. Vendor shall, at its sole expense, procure and maintain at all times during the term of this Agreement the following liability and property damage insurance with the specified minimum limits of coverage:

- i. Comprehensive Bodily Injury, Property Damage, and Liability Insurance covering losses caused by the operation of the Booth, automobiles, trucks, or other vehicles with limits of \$500,000 for injury or death of one (1) person and \$1,000,000 for injury or death of two (2) or more persons in any one (1) accident, and \$100,000 for property damage in any one (1) accident, and also including bodily injury and property damage or loss caused by independent contractors or by agents of Vendor.
- ii. Fire and extended coverage insurance with fire, vandalism and mischief endorsements for the full cash value of the Booth and its contents.
- iii. Product Liability Insurance with minimum limits of \$500,000 for injury or death of one (1) person and \$1,000,000 for each accident or occurrence to cover the liability of both Vendor and Operator and the agents and employees of each.
- iv. Worker's Compensation Insurance as required by the laws of the State of California.
- v. Automobile Liability Insurance covering all vehicles owned, non-owned, hired and leased with minimum limits of \$100,000 for property damage and \$1,000,000 for bodily injury or death.

b. Vendor shall cause the foregoing insurance policies to name as additional insureds each of the following: (i) Raw Inspiration, Inc., California Certified Farmers Markets, Inc., Jennifer McColm LLC, and their respective officers, directors, agents, servants, employees, divisions, subsidiaries, shareholders, partners, members, affiliated companies, successors and assigns; (ii) each specific Farmers Market location, as listed on the INSURANCE REQUIRED FOR ALL FARMERS/VENDORS attached hereto as Exhibit B, in which Vendor is participating; and (iii) the specific City where each Farmers Market takes place. All such insurance shall be primary and non-contributory to any other insurance which may be available to any additional insured and shall provide that any right of subrogation against any party named as additional insured and its successors and assigns are waived.

8. Indemnification

Vendor agrees to defend, indemnify, and hold harmless the Operator, California Certified Farmers Markets, Inc., Jennifer McColm LLC and each of their respective officers, directors, partners, members, managers, shareholders, employees, agents, representatives, subsidiaries, affiliates, contractors, lenders, successors and assigns (collectively referred to as the "**Indemnitees**"), from and against, and reimburse the Indemnitees for, any and all claims, damages, losses, demands, liabilities,

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obligations, judgments, settlements, penalties, fines, costs and expenses (including attorneys' fees and costs) and other amounts (collectively, "**Losses**") which may be paid, incurred or sustained or asserted against the Indemnitees based upon, arising from or relating to, directly or indirectly, (i) any breach or noncompliance by Vendor of any representation, warranty, covenant or agreement contained in this Agreement, including all exhibits hereto; (ii) the use, occupancy or operation of the Booth, including all common areas and other areas appurtenant to the Booth, by Vendor and its employees, agents, representatives, affiliates, contractors, licensees, customers and invitees (collectively, the "**Users**"); and (iii) any acts or omissions of the Users in carrying on any activity on or around the Farmers Market premises or in connection with the Farmers Market, including, without limitation, any Losses for injury to persons or property of Operator, any Indemnitee, any User or any third party. The indemnification provided under this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Security for Booth

Operator is not responsible for any loss or damage to the Booth or the property of Vendor caused by the removal of the Booth or any property therein by any authorized or unauthorized persons, or any act of repossession, resale or other removal of the Booth or any property therein by other persons.

10. Limitation of Liability

Notwithstanding Operator's negligence or breach of this Agreement, the Indemnitees shall under no circumstances be liable for injury to Vendor's business or for any loss of income or profit therefrom, or for any consequential, incidental or special damages of any kind, nor shall the Indemnitees be liable for any damages to the property of Vendor, its employees, invitees, customers or other Users, or for injury to the person of Vendor or any other Users, all of which loss, damage or injury shall be at the sole risk of Vendor, except to the extent that such injury, loss or damage is caused by the gross negligence or willful misconduct of an Indemnitee. The obligations of Operator under this Agreement shall not constitute personal obligations of the Operator or any other Indemnitee, and Vendor shall look to the Booth, and to no other assets of the Indemnitees, for the satisfaction of any liability of Operator with respect to this Agreement, and shall not seek recourse against the Indemnitees, or any of their personal assets, for such satisfaction. Further, Operator shall not be liable for any damages arising from any act or neglect of any other vendor at the Farmers Market. The limitation of liability provided under this Section 10 shall survive the expiration or earlier termination of this Agreement.

11. Rules

Vendor shall, and shall cause its employees, agents, representatives, affiliates, contractors, licensees, customers and invitees to, abide by all rules and policies that may be adopted from time to time by Operator for the use, occupancy and operation of the Booth and the Farmers Market, including, without limitation, the MARKET RULES AND POLICIES attached hereto as Exhibit C.

12. Surrender of Booth

After the closing of the Farmers Market, Vendor shall as soon as possible quit and surrender the Booth to Operator. Upon such quitting and surrender, the Booth shall be in the same condition as at the opening of the Farmers Market. Vendor shall remove all of its property from the Booth and the Farmers Market. It shall be a breach of security of the premises and a material breach of this Agreement if Vendor remains on the Farmers Market premises or fails to remove all of its property after closing time. Vendor shall pay Operator for any expenses incurred by Operator in removing and/or storing any property of Vendor that it fails to remove after the closing of the Farmers Market.

13. Abandonment

If Vendor fails to pay the Fee when due and remains unpaid for a period of one (1) day after the due date, and Vendor fails to give Operator written notice of Vendor's intention not to abandon the Booth and personal property located therein within one (1) day thereafter, Vendor shall be deemed to have abandoned the Booth and personal property located therein and, at Operator's option, the Booth shall be deemed abandoned. In the event of Vendor's abandonment, any expenses and costs incurred by Operator in connection with Vendor's abandonment shall be paid by Vendor upon demand by Operator.

14. No Refund

If Vendor fails for any reason to occupy or use the Booth as provided herein (other than as a result of a breach by Operator of its obligations hereunder), no refund shall be made of any amounts paid by Vendor to Operator hereunder.

15. Maintenance and Service

a. Vendor shall regularly inspect and service the Booth and shall keep it in clean and sanitary condition in accordance with all applicable federal, state and local laws.

Company Name:	Date:
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b. Vendor shall furnish and bear the expense of regular janitorial service for the area in which the Booth is located and shall at all times keep the tables, chairs, and floor and wall areas around, behind, and under the Booth clean and free from rodents, insects, or other pests.

c. Vendor shall supply suitable waste disposal containers for the convenience of users of the Booth and of the adjacent eating areas and shall provide and bear the expense of garbage removal and disposal services. All trash containers shall be emptied at least once daily.

16. Utilities (*For evening markets only)

Vendor shall pay a fee of \$50 per month or \$15 per week, as applicable, for electrical power.

17. Electrically Operated Machines

All electrically operated equipment utilized by Vendor shall be equipped so as to provide thermal overload protection, and shall comply with applicable ordinances and regulations.

18. Compliance With Laws

a. Vendor shall comply with all applicable federal, state or local laws with respect to the Farmers Market, the use, occupancy and operation of the Booth, and the sale of Goods at the Farmers Market.

b. Vendor shall comply with all applicable rules, orders, regulations or requirements of the Los Angeles Fire Department (the “**Fire Department**”) or any other similar body and shall not do or permit to be done in or about the Booth or bring or keep anything therein except as permitted by the Fire Department or any other authority having jurisdiction over the Farmers Market, Operator or Vendor. Any decorations provided by Vendor shall be subject to the reasonable approval of Operator and, if necessary in Operator’s sole judgment, the approval of the Fire Department. Any item not so approved shall not be permitted in the Booth and if it is already in the Booth, it shall immediately be removed by Vendor at its expense.

19. Permits

Prior to Vendor’s use of the Booth, Vendor agrees, at Vendor’s expense, to obtain from the City of Los Angeles or any other applicable governmental body or agency, such governmental permits as Operator determines to be necessary for Vendor’s use of the Booth for the Farmers Market, including, but not limited to, business licenses and seller’s permits.

20. Fees and Taxes

Vendor shall be responsible for and shall pay all federal, state, county, and city license fees and all sales or other taxes that may be imposed on the sales of Goods at the Booth.

21. Independent Contractor Status

It is the intention and understanding of the parties that the parties are acting as independent contractors hereunder and that this Agreement shall not be deemed to create a partnership, joint venture, agency or employment relationship between the parties.

22. Alterations

Vendor shall not make any alterations or improvements in or to the Booth or the Farmers Market premises without the prior written consent of Operator, which consent may be withheld in Operator’s absolute discretion.

23. Non-Exclusive Use

Vendor acknowledges that, besides the use of the Booth as contemplated by this Agreement, the Farmers Market and various parts thereof and areas therein may or will be used by other vendors and that in order for the Farmers Market to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the Farmers Market, including without limitation, entrances, exits, parking lots, truck ramps, storages areas and receiving areas, to be scheduled or shared. Vendor agrees that Operator shall have the full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Vendor’s use of the Booth, and Vendor agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Vendor enter or use any areas, service space or facility of the Farmers Market other than the Booth without first obtaining Operator’s consent and approval, which may be given or withheld in its sole discretion.

24. Termination

Either party may terminate this Agreement for any or no reason by giving thirty (30) days' prior written notice to the other party of its intention to terminate.

Company Name:	Date:
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25. Entire Agreement

This Agreement, together with all exhibits referred and attached hereto, constitutes the entire and only understanding and agreement among the parties, and supersedes all proposals, oral or written, all negotiations, conversations or discussions among the parties, with respect to the subject matter in this Agreement. This Agreement shall not be deemed to provide any third parties with any claim, right of action, remedy or right.

26. Governing Law and Venue

a. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its conflicts of laws principles.

b. For any actions or proceedings relating to the judicial enforcement or interpretation of this Agreement, Operator and Vendor each irrevocably submits to the exclusive jurisdiction of the courts of competent jurisdiction located in the County of Los Angeles, State of California, and of all courts therein competent to hear appeals therefrom. Operator and Vendor each further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the other party. Nothing herein shall affect the right to serve process in any other manner permitted by law.

27. Severability

If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

28. Notices

Except as otherwise expressly provided in this Agreement, all notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed effectively given (i) upon receipt if delivered in person or by facsimile or other electronic means, (ii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepared, or (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the address as set forth on the signature page hereof or at such other address as such party may designate by ten (10) days' advance written notice to the other party.

29. Waiver

Any waiver of any term, covenant or condition of this Agreement by any party hereto shall not be effective unless set forth in writing signed by the party granting such waiver, and in no event shall any such waiver be deemed to be a waiver of any other term, covenant or condition of this Agreement or any subsequent waiver of the same term, covenant or condition.

30. Attorneys' Fees

If any action or other proceeding is brought for the enforcement of this Agreement or because of any alleged or actual dispute in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

31. Assignment

This Agreement shall not be assignable or delegable in whole or part, whether by operation of law or otherwise, by Vendor, without the prior written consent of Operator, which may be given or withheld in its sole discretion. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of Operator, be void and of no force and effect. The parties have caused this Agreement to be executed as of the date first written above.

VENDOR (Owner / Authorized Person):

OPERATOR:

Raw Inspiration, Inc.

By: _____

Name: _____

Print Name (Owner / Authorized Person)

Print Name (Owner / Authorized Person)

Company Name:	Date:
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Title: _____

Address for Notices:

Address for Notices:

Vendors Address

Raw Inspiration, Inc.
23501 Park Sorrento Drive, Suite 106
Calabasas, CA 91302
Tel: (818) 591-8161
Fax: (818) 591-8216
E-mail: info@rawinspiration.org

City State Zip

Attention: _____

Telephone: _____

Fax: _____

E-mail: _____

EXHIBIT A
FARMERS MARKET APPLICATION
(attached)

EXHIBIT B
INSURANCE REQUIRED FOR ALL FARMERS/VENDORS
(attached)

EXHIBIT C
MARKET RULES AND POLICIES
(attached)

Insurance Requirements

INSURANCE REQUIRED FOR ALL FARMERS / VENDORS (referred to as “TENANT”)

Insurance required By: Raw Inspiration, Inc. (referred to as “LANDLORD”)

We require that each vendor has updated Insurance that meets the following specifications:

All insurance policies must be primary and non-contributory to any other insurance which may be available to any Additional Insured (as defined below) and shall contain a waiver of subrogation in their favor.

i. Comprehensive Bodily Injury, Property Damage, and

Liability Insurance covering losses caused by the operation of the Booth, automobiles, trucks, or other vehicles with limits of \$500,000 for injury or death of one (1) person and \$1,000,000 for injury or death of two (2) or more persons in any one (1) accident, and \$100,000 for property damage in any one (1) accident, and also including bodily injury and property damage or loss caused by independent contractors or by agents of the Tenant.

ii. The Tenant hereby warrants that the Tenant has in full force and effect and will maintain a policy of **fire and extended coverage insurance** with fire, vandalism and mischief endorsements for the full cash value of the

Company Name:	Date:
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Booth and its contents.

iii. **Product Liability Insurance** with minimum limits of \$500,000 for injury or death of one (1) person and \$1,000,000 for each accident or occurrence to cover the liability of both the Tenant and the Landlord and the agents and employees of each.

iv. **Workmen's Compensation Insurance** as prescribed by the laws of the State of California.

v. **Vehicle Insurance** for a minimum of \$100,000 / \$1,000,000. (If you drive into or out of the market at any time)

You *must* add on the following as ADDITIONAL INSURED on your insurance certificate:

1. The name of each specific Farmers Market location under the Description (see locations below)
2. The name of the specific City where the market takes place
3. Raw Inspiration, Inc., CCFM, Inc. Jennifer McColm LLC, and their respective officers, directors, agents, servants, employees, divisions, subsidiaries, shareholders, partners, members, affiliated companies, successor and assigns.

FARMERS MARKET LOCATIONS:

City of Agoura Hills

Agoura Hills CFM
5835 Kanan Rd.
Agoura Hills, CA 91301

City of Calabasas

Calabasas CFM
23504 Calabasas Rd.
Calabasas, Ca 91302

City of La Cañada Flintridge

La Cañada Flintridge CFM
1346 Foothill Blvd.
La Cañada, CA 91011

City of Sherman Oaks

Sherman Oaks CFM
14006 Riverside Drive
Sherman Oaks, CA 91423

City of Westlake Village

Westlake Village CFM
2797 Agoura Rd.
Westlake Village, CA 91361

City of Sierra Madre

Sierra Madre CFM
222 S. Sierra Madre Blvd.
Sierra madre, CA 91024

City of Lancaster

Lancaster CFM
W. Lancaster Blvd. & Date Ave.
Lancaster, CA 93534

City of Los Angeles

Bank of America CFM
333 South Hope Street
Los Angeles, CA 90012

City of Los Angeles

Brentwood CFM
741 Gretna Green Way
Brentwood, CA 90049

Century City CFM
1800 Avenue of the Stars
Century City, CA 90067

Downey CFM
11039 Downey Ave.
Downey, CA 90241

Downtown LA Wednesday CFM
532 S. Olive Street
Los Angeles, CA 90071

Downtown LA Thursday CFM
532 S. Olive Street
Los Angeles, CA 90071

Downtown LA 7th & Fig CFM
735 S. Figueroa St.
Los Angeles, CA 90017

Larchmont Village CFM
209 N. Larchmont Blvd.
Los Angeles, CA 90004
Larchmont Lot #694

Melrose Place CFM
8400 Melrose Ave.
Los Angeles, CA 90069

Pacific Palisades CFM
1037 Swarthmore Ave.
Pacific Palisades, CA 90272

Beverly Glen Center CFM
2936 N. Beverly Glen Circle
Los Angeles, CA. 90077

Miracle Mile CFM
5700 Wilshire Blvd.
Los Angeles, CA 90036

Company Name:	Date:
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The following are insurance companies that have very affordable rates for Farmers Market vendors:

1. Shahinian Insurance Services

Contact: Liz Shahinian 714-544-3963 / 800-457-2231.

Email:insurance@shahinian.com.

2. Dick Wardlow Insurance Brokers

1-800-298-3000 / FAX 805-553-0404

3. The Insurance Store

Contact: Theresa Sobocinski 818-640-3808

4. Grosslight Insurance Inc.

Contact: Joan Schiewe 310-689-5349 / FAX 310-235-0403

Email:joans@grosslight.com

For vendors that do not sell ingestible product or product that is applied to the body only: If you prefer to buy the *daily insurance* at the markets please send us an official letter stating that fact, so that we may keep it with your file.

I _____ WITH _____
(Name) (Company Name)

PURCHASE THE DAILY GENERAL LIABILITY INSURANCE AT THE FARMERS MARKETS
THROUGH SHAHINIAN INSURANCE GROUP.

SIGN: _____ DATE: _____

Please send evidence of the above specified insurance by fax or mail ASAP:

Raw Inspiration, Inc.

Attn: Wendy

23501 Park Sorrento Drive Suite #106

Calabasas, CA 91302

Phone: (818) 591-8161 x803

Fax: (818) 591-8216

Email: wendy@rawinspiration.org

Thank you,

Company Name:	Date:
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FARMERS MARKET APPLICATION CHECK OFF LIST FOR CRAFTERS

To complete the application packet please turn in the following by hand, mail, or email and feel free to call us to speak to a Market Specialist if you have any questions or need assistance.

- ☐ Copy of your **Sellers Permit** (You must use the same company name that's on your sellers permit)
- ☐ **Photos** of your product and **Photos** of your booth setup
- ☐ Signed Original copy of **Farmers Market Booth Concession Rental Agreement** (available at www.rawinspiration.org)
- ☐ Signed Original copy of **Market Rules and Policies** (available at www.rawinspiration.org)
- ☐ Copy/picture of your **Tent Certificate** with the **CPAI-84** code, stating that it is flame retardant
- ☐ Copy of your **Business License** for the city of the farmers market you are going to be attending (Contact the city hall of the market you will be attending to obtain). You must use the same company name that's on your business license)
- ☐ Copy of your **Jennifer McColm Certificate** (available at www.JenniferMcColm.com)

These last 2 items can be turned in after you are approved, but must be turned in before you can start:

- ☐ **Payment** by credit card(Visa/MC/Discover), check, or money order payable to the name of the Farmers' Market you are paying for. Ex: Westlake Village CFM
- ☐ A copy of your **Insurance Certificate** (sample available at www.rawinspiration.org) or signed agreement to pay for the daily insurance at the market.