

MARKET ANNEX RULES

South Pasadena Chamber of Commerce SOUTH PASADENA FARMERS' MARKET ANNEX

The South Pasadena Farmers' Market ("Market") is a certified farmers' market operated by the South Pasadena Chamber of Commerce (SPCC Corp., a 501c6 nonprofit organization) under contract with the City of South Pasadena, in accordance with California law. Pursuant to state law, only agricultural products may be sold or offered for sale at the Market in the Farmers' Market certified area.

The South Pasadena Farmers' Market Annex ("Market Annex") is a Market-adjacent circumscribed area in which certain types of non-agricultural products may be sold or offered for sale. The exclusive purpose of the Market Annex is to provide a venue for limited commercial activity by community groups and local businesses. In promoting this purpose, the Market Annex furthers the City of South Pasadena's significant interest in the continued viability of organizations that either *provide services directly to South Pasadena residents or contribute to the City's tax base.*

I. Definitions

1. **"Community Group."** A Community Group is defined as a nonprofit mutual benefit corporation or an unincorporated association that (i) has premises within the City of South Pasadena; and (ii) has as a primary purpose the provision of charitable, educational or social services to South Pasadena residents. "Community Group" also includes a corporation organized under the Nonprofit Public Benefit Corporation Law (or an equivalent statute) that (i) has premises within the City of South Pasadena; and (ii) has as a primary purpose the support of that facility, or (iii) offers a service to a broad base of South Pasadena residents in a nearby facility or at a temporary location within South Pasadena.
2. **"Local Business."** A Local Business is defined as a sole proprietor, independent contractor or a corporation that satisfies the following criteria: (i) is organized under the General Corporation Law (or an equivalent statute); (ii) has premises within the City of South Pasadena, or is an active member of the South Pasadena Chamber of Commerce; (iii) is subject to the business license fees of the City of South Pasadena, if applicable; and (iv) provides food-related, environmentally oriented or health-related products or services to patrons. Chamber membership is not required unless the business is located outside the City border; Chamber Members who have been a member for one full year will be given preference over non-members in scheduling. Chamber members must participate in at least two other community events or organizations in order to participate in the Farmers' Market, i.e. a market booth must not be the one and only presence in the community.
3. **"Market-Compatible."** Market-Compatible is defined as not competitive with a product sold or offered for sale in the Market.
4. **"Market Annex Manager."** A person or persons empowered to implement these Market Annex Rules. The Market Annex Manager includes the Farmers' Market Manager and/or his or her designee.

5. **“Promotional Materials.”** Promotional Materials is defined as clothing or other items bearing the name, logo, or both, of a Community Group.
6. **“Vendor.”** A Vendor is defined as a Community Group or Local Business approved to engage in commercial activity in the Market Annex.

II. General Policies and Procedures

1. **Market Annex Hours.** The Market Annex will be held on Thursdays from 4:00 p.m. to 8:00 p.m. (or 7:00 p.m. during winter months), in conjunction with the Market. The Market Manager may close the Market Annex early due to inclement weather in his or her sole discretion. In such event, the Market Manager shall determine whether Vendors approved for that day shall be assigned a make-up day.
2. **Admission of Vendors.** Prospective Vendors, with appropriate documentation, shall be considered for participation in the Market Annex by the Market Annex Manager. No Vendor shall be allowed to participate in the Market Annex on more than four (4) days in a single calendar year unless assigned one (1) or more make-up days due to inclement weather. Prospective Vendors will be required to complete an application, which shall include designation of the product(s) desired to be sold or the event promoted at the Market Annex. Each application shall indicate the Market Annex days requested for the six-month period following the application date. Completed applications shall be approved on a first come, first served basis if the following criteria are satisfied:
 - The applicant has paid the City of South Pasadena business license fee (if applicable).
 - The applicant does not propose to sell or offer for sale an unpermitted product.
 - The applicant has not had four (4) Market Annex applications approved that calendar year.
 - The applicant is not suspended from the Market Annex.
 - The applicant has not been expelled from the Market Annex.
3. **Products.** Only Market-Compatible products permitted by this Section may be sold or offered for sale in the Market Annex:

Vendor Classification

Community Group

Local Business

Permissible Products

Event Promotional Materials

Environmentally-oriented items

Food-Related Items

Healthy-living products

Food samples or sales are subject to LA County Health permits, which are the responsibility of the applicant to provide. No food sampling or sales will be allowed by the Market Annex Manager or Market Manager without proof of a valid permit.

4. **Appropriate Market Annex Conduct.** Vendors and their representatives shall conduct themselves in a safe and courteous manner, and shall not use any language or engage in a behavior that is deleterious to the normal operation of the Market Annex. Consumption of alcoholic beverages, illegal drugs and other behavior-modifying substance is forbidden. No music shall be performed or played from radios or other similar devices

(i.e. compact disc players, tape players, etc.) at a volume audible outside of a Vendor's selling space.

1. **Smoking.** Smoking is prohibited within the Market Annex per South Pasadena Municipal Ordinance (S.P.M.C Ch. 17 Art. V)
2. **Incompatible Activities.** The following activities are prohibited within the Market Annex: campaigning for or against any electoral candidate or ballot measure; campaigning for election to any public office; circulating an initiative or referendum petition; and unauthorized solicitation. For purposes of this prohibition, "unauthorized solicitation" means solicitation that is not conducted from an authorized selling space or that involves unpermitted products. This prohibition does not preclude any person or organization from conducting such activity in accordance with law during Market hours on sidewalks or other public property adjacent to the Market Annex (the Free Speech Area – see section 5. below). Violation of this prohibition may result in expulsion from the Market Annex for the remainder of that Market day. Direct solicitation of donations or funds is also prohibited, as is busking, begging or solicitation for payments not directly related to the sale of products available or displayed at the Market.

5. Free Speech Area

The following rules and guidelines apply to all person(s) wishing to participate in the Free Speech area.

1. The Free Speech Area has been designated as: a) the area on Meridian Avenue, north of the last vendor in the Market, adjacent to the "walking man" statue, and b) the area just east of the barricades on El Centro Street
2. A card table or folding table may be set up, no larger than 6' x 3'
3. You may not block or impede traffic in any exits, entrances or fire lanes
4. You may not block or impede traffic, or restrict access to, or otherwise interfere with the operation of the Market, vendors or neighboring buildings and businesses
5. Please respect our patrons' right to privacy by not pushing unwanted materials on them
6. Commercial activities are not allowed in the Free Speech area

III. Fees and Taxes

1. Stall Fee. For participation in the Market Annex, Vendors shall pay the South Pasadena Chamber of Commerce a stall fee as follows, unless granted a Fee Waiver as authorized by the Chamber of Commerce CEO:

Vendor Classification Stall Fee (per Market day)

- Community Group \$25.00
- Local Business \$75.00

2. Sales Tax. Vendors are responsible for complying with applicable sales tax laws. Vendors selling taxable items must display a Board of Equalization permit authorizing sales at the Market Annex.

IV. Selling Space

1. **Number of Spaces.** No Vendor can sell at two separate spaces in the Market Annex. No more than four vendors can participate in the Market Annex on a single Market day, except for special events.
2. **Size.** Vendors' selling space size in the Market Annex is up to the sole discretion of the Market Annex Manager. No portion of a Vendor's display may extend into the fire lane. The Market Annex Manager may, at any time, adjust the Vendor's selling space size. During peak season, the maximum frontage allowable shall not exceed thirty (30) feet per Vendor or such other length as determined by the Market Annex Manager.
3. **Equipment.** The Chamber of Commerce shall (subject to availability) provide each Vendor one (1) table, one (1) 10' x 10' canopy, two (2) chairs and access to electricity for the Vendor's selling space in the Market Annex.
4. **Signage.** Each Vendor's selling space must have its firm name prominently displayed within the Vendor's canopy. Signs may not extend beyond the perimeters of the canopy. The Market Annex Manager may specify sign sizes, types or other characteristics, and may, at his or her discretion, install additional signage at the Vendor's location.
5. **Cleanliness.** Each Vendor shall maintain its selling space in a clean condition. Vendors are responsible for bagging and hauling their own trash at the close of the Market day and may not leave any item or trash at the Market Annex. Vendors leaving trash behind will be given a verbal warning and will be charged a clean up fee of \$50.00 for the second offense and \$100.00 for the third offense. After the third offense, Vendors may be suspended or expelled in accordance with Section VI of these Market Annex Rules.
6. **Nonattendance.** A Vendor who is unable to attend an assigned selling space for a reason unrelated to inclement weather must notify the Market Annex Manager at least one week prior to the date of absence, unless special prior arrangements are made. A Vendor who is unable to attend an assigned selling space due to inclement weather must notify the Market Annex Manager by 11:00 a.m. of that Market Annex day. Failure to comply may result in suspension or expulsion in accordance with Section VI of these Market Annex Rules.
7. **Representatives.** Each Vendor's representatives at the Market Annex shall remain at the Vendor's selling space during Market hours.

V. Safety.

1. **Tables and Canopies.** Tables and overhead canopies must be maintained and used in a safe manner. Legs must be firmly locked into place on the shades. Tables must have smooth edges and remain stable when loaded with products. Canopies must be tied down or weighted. Canopy poles must not obstruct traffic flow and care must be taken when setting up or taking down displays.
2. **Removal of Canopies.** By determination of the Market Manager, removal of canopies

may be required at any time during Market hours due to wind. Canopy removal shall take precedence over sales activities. Frame assemblies may remain in place as long as they are securely tied down.

3. Market Safety. All Vendors must comply with the daily Market safety program, which requires:

- No display tables filled over carrying capacity
- Tables must be free of splinters
- Product arrangements must be stable and not ready to fall
- All connecting rods of the shade set-ups must be secure in their fittings
- Canopy assemblies must be tied or weighted down
- No pets
- No vehicles shall be parked in the Market Annex

4. Arrival and Departure. Vendors shall arrive no later than thirty (30) minutes before the Market Annex's scheduled opening time. A Vendor may not leave the Market Annex until the close of Market at 8:00 p.m. (7:00 pm in the fall/winter). If there is an emergency, a Vendor may leave early, but only with the prior approval of the Market Manager or the Market Annex Manager.

VI. Violations.

- 1. Violations & Penalties.** A Vendor who violates any provision of these Market Annex Rules may be given a verbal or written warning, fined (for violations of Section IV.5), suspended or expelled from Market Annex in the discretion of the Market Annex Manager or designee. Any verbal warning shall be followed by written notice of such action within seven (7) days. A Vendor is responsible for the actions of its employees.
- 2. Customer Complaints.** A customer wishing to file a complaint concerning treatment by a Vendor may file a written complaint with the Market Manager. Written complaints will be investigated by Market management, and may result in issuance of a penalty as set forth above. In any dispute between the consumer and Vendor, the decision of the Market Manager shall prevail.
- 3. Removal from Market Annex.** While under investigation for a violation of these Market Annex Rules, Vendors may be temporarily removed from the Market Annex at the discretion of the Market Annex Manager to protect the public health, safety or welfare.
- 4. Fair Application of Market Annex Rules.** All Market Annex Rules will be applied in a fair and equitable manner.

I hereby state that I have read, understand and agree to follow all rules and procedures outlined in the Market Annex Rules for the South Pasadena Farmers' Market Annex. I also understand that failure to conform to said rules may result in financial penalties, and/or suspension or expulsion from the Market Annex.

Business/Org Name: _____ Applicant

Name (Print): _____ Signature:

Date: _____