

## **Venice Farmers' Market Special Event Usage Rules**

Revised 8/2004

The Venice Farmers' Market (hereinafter referred to as the Market) is owned and operated by the Venice Action Committee, a local community-serving organization. The intent of the Market is to offer the local community a place to congregate with their neighbors in a safe, clean and fun atmosphere while purchasing environmentally correct California grown farm fresh produce, fruit and flowers.

The Market is comprised of Consumers, Producers and market staff and it's property. The Market operates within the location defined as Los Angeles City Parking Lot #701, located between North and South Venice Blvd. and Venice Way and Dell Avenue on the east and west respectively. The Market mailing address is 804 Main Street, Venice, California 90291-3218, phone 310-399-6690.

The Market hours of operation are from 7:00 AM to 11:00 AM on every Friday, excluding some few holidays. The Market operates rain or shine. Normal setup of the market starts at 6:30 AM with all producers torn down and cleared out by no later than 12:00 noon.

The Market Manager is responsible for the operation of all aspects of the Market. These responsibilities include producer and commodity selection, market layout and license enforcement of governmental rules and regulations. A separate document describes the Market rules and regulations of producer participation. This document is available upon request.

The Production is the event of any individuals that are visiting the Market other than the Consumers and Producers including but not limited to photograph, film, video or record the Market anywhere within the area defined as the Market. These individuals include, but are not limited to, support persons, crew, actors, directors, producers or anyone affiliated with the Production.

The Consumer is anyone from the general public visiting the Market.

The Producers are the individual sellers that offer items for sale. The Producers are all independent businesses that manage their own employees, vehicles, display stands, finances, labor and product quality. The Producers pay the Market a space fee to participate.

The Consumer to Producer relationship is a very important aspect of any successful farmers' market. The balance between Producer sales and that which they harvest and bring to the Market is one that deals with perishable items. It is therefore imperative that the Consumers' purchasing habits are not disturbed in any way that might have a negative effect on the producer's ability to sell their

product. Production within the Market must try not to interfere with this sensitive relationship. Production people must at try at all times to stand out the way of shoppers. The number of Production people within the selling area of the market should be limited to the bare minimum.

The Production must act in a professional matter. No vulgarity or obscenity shall be used in any way that might offend any Consumer, Producer or Market staff person.

The Production shall be responsible for obtaining filming, recording or photographic releases from any Consumers or Producers who are included in the production product.

All Production equipment used within the Market shall be hand carried only. No carts, dollies, tables or tripods of any sort may be set up or used within the area designated for Producer sales.

All Production, crew or actor vehicles shall be parked in the most remote area of the lot. This area is located just inside the entry into lot on Dell Avenue. No more than 30 parking spaces shall be used for these purposes. Any additional vehicles must be parked on the street or other parking lots in the area.

All entries and exits to the Market, including pedestrian and vehicular traffic must remain unblocked at all times.

No products other than those brought by the Producers may be offered for sale, including props that might be used in the Production. This includes but is not limited to sampling of food items for consumer feed back surveys. In the event food is to be included in the Production, special arrangements must be made prior to the market with the manager – there will be NO exceptions to this condition.

No amplified sound equipment is permitted.

No explosive devices or weapons are permitted.

No alcohol is permitted.

No smoking is permitted within the Producers' stall space.

No animals are permitted within the selling area of the Market.

Any area used by the Production within the Market must be agreed to with the Market Manager prior to such usage.

The Market is not responsible for Consumer or Producer attendance, which may vary from week to week.

A fee shall be paid to the Market or its designee by the Production. The amount of the fee shall be based in part on the size of the Production and the disturbance to the normal operation of the market. The Manager has the authority to establish the fee amount.

Any trash or debris generated by the Production shall be cleaned up by the production at the Production's expense. All clean up and trash removal must be complete by the end of the Market (12:00 Noon) or sooner.

The Venice Farmers' Market shall retain all ownership rights to its name, logo and graphics.

In the event the Production is allowed to setup a stand or any equipment within the Producer selling area of the market, all market rules that apply to Producers shall apply. These rules are contained in a separate document and are available on request.

No Consumer solicitation is permitted with the Market. This includes but not limited to signing partitions of any sort, handing out tickets to an event or distribution of flyers.

The Market shall provide no utilities, such as water or electricity.

The Production shall insure all its persons for liability and injury. In addition, the Production must have proof of insurance in the event the Production causes an accident that involves the Consumer, Producer or the Market.

In the event of any legal dispute that might arise as a result of any Production agreement, both parties agree that all legal fees shall be paid by the prevailing party. Both parties agree to binding arbitration in the event of any legal action. In the event that some individual rule or condition herein is found to be unenforceable by law, all other rules and conditions shall remain in effect.

All federal, state, county and city governmental regulations, laws and rules shall be adhered to at all times.

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