Pacific Coast Farmers' Market Association

5060 Commercial Circle, Suite A, Concord, CA 94520
925-825-9090 • 925-825-9101 (fax) • www. pcfma.com

APPLICATION FOR COMMUNITY BOOTH/MERCHANT AT THE MARKET SPACE AND PARTICIPATION LICENSE AGREEMENT

Instructions: Please TYPE or PRINT all infonnation

Applicant Organization/D.B.A.	Type of service to be provided
Contra Costa Health Plan	Health education and outreach to county Medi-Cal and Medi-Cal eligible residents. Provide information on how to access county health resources.
Street Address: 595 Center Ave., Suite 100	
City, State, Zip: Martinez, CA 94553	

REQUESTED DATES	MARKET(S) REQUESTED	NAME(S) OF CONTACT PERSON(S)	PHONE #
Fourth Saturday montly	Pinole	Jersey Neilson	925-608-9768

GENERAL RELEASE AND INDEMNITY AGREEMENT

(Please read carefully)

Applicant agrees that if a License is issued pursuant to this Application, Applicant will assume liability for and shall indemnify and hold harmless the owners of the real estate, their lessees, the Management Company (and all their shareholders, directors, employees, customers and invitees), market vendor (and their owners, officers, directors, employees, customers and invitees) from any and all liabilities, obligations, losses, penalties, claims, actions, suits, damages, expenses, disbursement (including legal fees and expenses), or costs of any kind and nature whatsoever in any way relating to or arising out of any activity of the Applicant, its members, officers, directors, employees, agents, contractors, tenants. Pacific Coast Farmers' Market Association shall not be liable to the Applicant or any other person on or about the Farmers' Market by the Applicant's consent, invitation or license, express or implied, for any loss, expense or damage, either to the person or property sustained by reason of any condition of the Farmers' Market, or due to any act (including negligent acts) of any other person whatsoever, all of which claims are hereby waived by applicant for itself and each of its members.

The undersigned hereby represents that he/she is the Applicant or an officer or other authorized agent of the Applicant named herein and that he/she is 21 years of age or over. The undersigned further acknowledges he/she has read and is familiar with the Statement of Policy & Rules Governing participation in of the Farmers' Market (see reverse side) and recognizes and agrees by his/her signature hereto that the making of this Application, the issuance of any Agreement based on this Application and the use authorized by such Agreement are expressly conditional upon Applicant's acceptance and continuing observation of said Rules & Regulations.

Name of person completing Agreement	Title of person completing Agreement
Irene Lo, MD	Interim CEO
Signature	Date

AGREEMENT TO PROVIDE SERVICES -FOR PCFMA USE ONLY

The individual/organization named above has received pennission to provide services during the above stated hours on the above stated date, subject to the established policies of the Farmers' Market and to the Rules & Regulations stated herein and on the reverse side hereof.

Authorized Signature: Date:

Approved for the following Market(s):

RULES AND REGULATIONS FOR COMMUNITY BOOTH/MERCHANT AT THE MARKET SPACE AND PARTICIPATION LICENSE AGREEMENT

These rules and regulations are promulgated by the management of the Pacific Coast Farmers' Market Association (hereinafter called "Management") for the purpose of reasonably regulating as to time, place and manner the activities of individuals, groups, and/or **organizations (hereinafter referred to as "Users") engaged in non-commercial activity conducted within the Farmers' Market (hereinafter** called "Market"). To accommodate such Users and to an extent consistent with the primary purposes of the Market (that being to **encourage revenue-producing commercial activity). These rules shall not be deemed or construed to permit any activity other than non-**commercial activity within the Market. Management reserves the right to prohibit any activity in the Market which, in Management's **opinion, could reasonably be expected to interfere with revenue-producing commercial activity in the Market. The Agreed upon activities** of the User shall be subject to such further reasonable regulations as to time, place and manner of the services being provided as **Management may from time to time prescribe to assure that User does not interfere with the movement and rights of owners, operators, patrons, customers, and occupants of the Market and which shall minimize User's interference with the commercial functions of the** Market. Each User shall agree to comply with the following terms and conditions;

1. The commercial activity of the Market, its vendors, their **owners, officers, directors, employees, customers and invitees** is the primary purpose and function of the Market. All other **Users cannot conduct any other activity within the Market, without having first obtained participation License Agreement** for such activity from Management. Such Agreement shall be granted only for use of that area designated by management.
2. Any User may apply for a permit for non-commercial activity within the Market at the Market office during the hours of 9:00 to 4:00 p.m., Tuesday through Friday. Application shall be in the form set forth by the Market and subject to these rules and regulations and shall be made no less than seven (7) but no more than thirty (30) days prior to the first day requested by the User.
3. Inmaking a determination as to whether a license for non-commercial activity within the Market shall be issued, Management shall evaluate, among other things, the following: the nature of the activity, the dates, times and duration of the activity, the risk of injury to any person or **properties, and the risk of unreasonable interference with the aforementioned commercial activities of the Market tenants and their owners, officers, directors, employees, customers and invitees. Management will consider applications on a first-come, first-served basis.**
4. If,in the opinion of Management, additional security **personnel are required because of User's presence. User will** pay any costs of such additional security personnel at the end **of the business day during with such personnel were required.**
5. **In the event there are any licenses or permits required by any** governmental agency or authority with respect to the type of activity, Users shall be responsible for obtaining such licenses, **authorizations or permits.**
6. Users shall refrain from: (a) verbally inviting patrons to their table and authorized area; (b) accosting or approaching patrons outside the authorized area; (c) physically obstructing or verbally interfering with patrons; and (d) restricting in any other way the free movement of patrons and shoppers in the Market.
7. **Users will allow no litter to be discarded in the common area** of the Market other than in waste receptacles, and will **periodically clean all litter in the area of their use.**
8. **Users shall not use any vehicle or projector in the market** without prior approval of Management. Users shall not engage in any fighting or, direct or use any physical force, **abusive or obscene language or threats toward any other person or engage in any other form of unreasonable behavior such as the making of unreasonable noise or any coarse or offensive utterance, gesture or display, which causes or is likely to cause significant public inconvenience, annoyance or** alarm. In addition, Users shall not permit the emission of **noise or odors or cause any devices or paraphernalia which may constitute a nuisance such as loud speakers, sound** amplifiers, radios, televisions or phonographs.
9. Users shall confine their activities to the authorized area of the **market and shall not expand into any area of the common area or use the walkways, entranceways, exits, parking lots or other common areas of the Market for their permitted activities.**
10. **Users shall conduct themselves with proper decorum and must refrain from any loud or raucous activity which will annoy or** offend the public or any vendors in the Market.
11. Management provides no utility outlets for use.
12. Management reserves the right to reasonably restrict the activities of Users, including, without limitation, the type and content of free speech employed by User, where such activities violate the First Amendment and the property rights of the property owners.
13. Should Users fail to abide by these property rules and **regulations, Management may, at is sole discretion, without any notice whatsoever, terminate the rights of the Users to** participate. Users shall inunediately, upon demand by **Management, remove themselves from the assigned location,** the adjoining common area, the Market grounds and parking lots.
14. Users will respect, obey and abide by all instructions from the designated representative of Management at Market including but not limited to instructions regarding issues of public safety.