

# CITY OF GALT MARKET UNABRIDGED RULES AND REGULATIONS

The City of Galt allows, as a courtesy to Market vendors having valid occupancy of a space(s), the prepayment of monthly fees on the third Tuesday or Wednesday, monthly for reserved vendors, for all Market days in the following month in return for consistent space placement. The City of Galt does not extend tenancy right to vendors beyond the 30 day prepayment period. This process in no way conveys any tenancy rights and is not mandatory. Vendors who do not prepay the monthly fees will become subject to daily rental procedures. The City reserves the right to refuse to rent spaces at its sole discretion or terminate rental privileges at any time subject to a prorated refund of rental fees, but shall in no way unlawfully discriminate in the rental of, refusal to rent, or termination of rental of spaces. These rules and regulations do not apply to emergency personnel during the course of performing their duty.

## **I     CITY OBLIGATIONS:**

- A.       ENFORCE RULES AND REGULATIONS  
The City shall enforce the Rules and Regulations uniformly, consistently, fairly and without bias or favor. The City Manager or designee shall have the authority to interpret the Rules and Regulations and to apply them in an equitable manner in order to obtain generally acceptable conduct and business practices that are in keeping with the applicable State and local laws and the City's regulations.
  
- B.       ISSUE ADMINISTRATIVE DIRECTIVES TO CLARIFY AND IMPLEMENT THE RULES AND REGULATIONS  
The City Manager or designee shall have the authority to issue serially numbered and dated directives that may be needed to clarify these Rules and Regulations to assure their fair and equal application and to resolve any special situations or issues that may arise. Administrative Directives shall be maintained in an appropriate file for the use of Market personnel and shall be publicly promulgated if applicable to the Market's merchants and/or customers. All directives prior to August 2014 have been incorporated herein as appropriate and new directives shall recommence numerically at the beginning of every year with the year and number 1. (Example 2014-01). Additionally, the City Council delegates to the City Manager the authority to revise and amend the Rules and Regulations, and to promulgate and establish further rules and regulations, as deemed necessary or appropriate. Such revised or further rules shall only be in effect for up to forth-five (45) days, unless ratified and approved by council.
  
- C.       PROVIDE COURTEOUS AND HELPFUL STAFF ASSISTANCE  
Market personnel shall provide all reasonable assistance to the Market's merchants and customers. Reasonable carry-in and carry-out services shall be provided to the parking areas that are immediately adjacent to the Market, or to a designated loading zone.
  
- D.       PROVIDE AN ATTRACTIVE AND PLEASANT BUSINESS CLIMATE  
The Market shall be maintained in a clean and orderly manner so that honest and ethical business persons will be attracted to the Market to offer quality goods and services at fair and reasonable prices. The City however, assumes no responsibility for the actions or performance of merchants, nor for the quality or operation of goods purchased.
  
- E.       MAINTAIN ACCURATE MERCHANT LIST  
The Market shall maintain a current list of merchants having paid rent for the current and/or future rental periods. The list shall include name, address, phone number, spaces rented, the period for which rents are paid, and applicable licenses.
  
- F.       PROVIDE A PROMOTIONAL EFFORT  
Efforts shall be made to find media outlets to carry promotional efforts that, in the City's judgment, attract merchants and customers to the Market. Attempts will be made to utilize promotional resources to promote the Market's opportunities, which in the judgment of the City, are economically productive in the Market development.
  
- G.       ATTEMPT TO RESOLVE BUSINESS CONFLICTS  
Market staff shall attempt to resolve conflicts and disputes between merchants, between customers and between merchants and customers by means of reconciliation, mediation and compromise. The City, however, shall not be responsible for resolving complaints as to the quality or value of any goods offered for sale or purchased at the Market.
  
- H.       PROVIDE PREPARED FOOD VENDORS WITH A VARIED MENU  
The City shall attempt to provide food vendors that offer a variety of menus that will satisfy as many customers as possible. This may be accomplished by attrition or refusal to rent space to vendors who do not promote a varied menu.
  
- I.       LAW ENFORCEMENT  
In addition to some actions being a violation of the Market Rules and Regulations, the City will contact the Police Department or other appropriate authority for criminal activities.
  
- J.       SALE OF COUNTERFEIT GOODS IS STRICTLY PROHIBITED  
Illegal or counterfeit goods are not allowed to be possessed, promoted, offered for sale, or sold on the Market grounds. Goods offered for sale must not infringe any copyright, trademark or licensed products. Counterfeit goods mimic the logo or features of a copyright or trademark protected product in an attempt to pass themselves off as a genuine product. Vendors shall comply with all federal, state and local copyright and trademark laws

**II. GENERAL PROVISIONS:**

**A. "MERCHANT" AND "VENDOR" SHALL MEAN IN THESE RULES AND REGULATIONS THE PERSON IN WHOSE NAME THE MARKET SPACES ARE RENTED**

The "Merchant" or "Vendor" is the person whose name is entered in the Market's records as the tenant of the space rented. All required licenses and permits must be provided at time of registration and must be in the vendor's name. For record keeping purposes only, at the time of registration the merchant/vendor shall also give the name of any entity he or she intends to use while doing business at the Market and may give the name of one employee who may conduct business in the place of vendor at the Market. Any vendor who selects to name an employee must comply with requirements of the Galt Market Business License, and employment laws of the State of California. Any changes in any information provided at the time of registration shall be immediately reported to the Market Office. Vendors or the employee on record must be on the grounds of the Galt Market on all days and times that the designated space(s) are occupied and no other person or entity may occupy the designated space(s) and/or assume the vendor's responsibility to be present on the Market grounds.

**B. TRANSFER OF SPACES IS PROHIBITED**

Spaces are granted to vendors for their sole, exclusive and personal use. Vendors may not assign or transfer spaces or any part or portion thereof. The creation of a partnership, co-partnership, or any similar entity or transfer of any portion of a vendor's business after acquisition of a space is a prohibited assignment or transfer.

As an exception to the no transfer policy, if a vendor should die, retire, or become disabled as not to be able to be present, and it is proved to the satisfaction of the City that such an event has occurred, the space may be transferred to that vendor's spouse, sibling, parent, adult child, or adult grandchild, provided that the transferee shall then occupy the space in the original vendor's stead, and shall be subject to all these rules and regulations, including the no transfer rules. If the transfer is for temporary disability, the space shall revert to the original vendor upon cessation of the temporary disability, or it shall be considered to be vacant. Documents to prove contents of this section include, but are not limited to, birth certificates and marriage certificates.

**C. VENDOR SICK LEAVE POLICY**

Vendors of record who become ill or who must provide care to a family member on an emergency basis or who must attend services upon the death of a spouse, parent, child, sibling, or grandparent, may have the employee of record operate their space, provided the vendor of record has previously registered the name of the employee at the Market office.

Only one employee of record, who has been identified, may conduct business on behalf of the vendor. Should a vendor have more than one space that is not contiguous, then the employee may conduct business from one space, but all other noncontiguous spaces may not be utilized for business purposes unless authorized by the Market Manager.

Vendors must make all rental payments as provided in the Rules and Regulations.

**D. VENDOR VACATION POLICY**

Vendors of record may have the employee of record operate their space for the purpose of a vendor vacation provided the vendor of record has previously registered the name of the employee at the Market office.

Only one employee of record, who has been identified, may conduct business on behalf of the vendor. Should a vendor have more than one space that is not contiguous, then the employee may conduct business from one space, but all other noncontiguous spaces may not be utilized for business purposes unless authorized by the Market Manager.

Vendors must make all rental payments as provided in the Rules and Regulations.

**E. THE MERCHANT IS FULLY RESPONSIBLE FOR THE ACTS AND CONDUCT OF ALL EMPLOYEES OR ASSOCIATES INVOLVED IN THE MERCHANT'S MARKET BUSINESS**

Merchants are responsible for all acts and conduct of all employees and/or associates, whether paid or not, who are present in the Market including the parking areas. Any violations of law or these Rules and Regulations committed by such employee or associate shall be the responsibility of the merchant and any penalty assessed for such violation shall be against the merchant.

**F. REIMBURSEMENT FOR DAMAGES TO CITY PROPERTY**

Reimbursement for damages to City property committed by merchant, merchant's employee(s) or associate(s) involved in the merchant's Market business shall be the responsibility of the merchant.

**G. OPERATIONHOURS:**

	<u>VENDOR SET-UP</u>	<u>MARKET HOURS</u>	<u>VENDOR PACK-UP</u>	<u>GENERAL OFFICE HOURS</u>
<b>Monday</b>	9:00am - 9:00pm		9:00am - 4:00pm	9:00am - 4:00pm
<b>Tuesday</b>	5:00am - 7:00am / 5:00pm - 10:00pm	7:00am - 2:00pm	2:00pm - 5:00pm	5:00am - 4:00pm
<b>Wednesday</b>	5:00am - 7:00am	7:00am - 2:00pm	2:00pm - 5:00pm	5:00am - 4:00pm

Customer access to the market area shall begin at 7:00 am. The market shall be vacated by the end of vendor pack-up hours to permit grounds cleaning to commence according to schedule. Merchant vehicles may not exit/enter the Market prior to 2:00 p.m. unless authorized by Market staff. Entry after 2:00 p.m. will not be allowed until customer foot traffic has dissipated.

**H. SPACES SHALL BE LEFT CLEAN; WASTE SHALL BE REMOVED FROM THE MARKET**

Merchants shall be responsible for leaving the rented spaces clean and neat upon leaving at the end of the day. All wastes shall be removed from the Market grounds by those bringing such wastes to the Market.

- I. LOST OR STOLEN PROPERTY  
 Merchants and customers, not the City, are responsible for the safe keeping of personal property and goods offered for sale. In the event of stolen or loss of property, the Police will be called for investigation, report and action as may be appropriate.
- J. WHOLESALE- RETAIL TRANSACTIONS  
 Wholesale transactions are sales to customers holding State issued re-sale permits. Wholesale vendors shall be responsible to insure that sales to prospective customers are those who possess a legal re-sale permit. Retail sales shall include tax. It is the vendor's responsibility to collect and report to the State Board of Equalization all applicable sales tax as required by law. The City may conduct periodic inspections to insure compliance with this regulation.
- K. RESERVED SPACES SHALL BE OCCUPIED BY 6:30 A.M.  
 Reserved spaces shall be occupied by 6:30 a.m. of the appropriate market day with the exception of produce vendors who must occupy their space by 7:30 a.m. Any such spaces not occupied by specified time will be available for re-rental to merchants waiting to rent spaces on a daily basis. No refunds will be made for unused reserved space(s).
- L. SPACE RENTALS
1. Rental rates are established by resolution of the City Council. Rental payments are payable only at the Market office. For Merchant/Vendors who have designated an "employee of record," all rental payments must be made in person by the Merchant/Vendor of record.
  2. Reserved Rentals
    - a. Tuesday Market - Monthly reserved spaces: Payment is due no later than 4:00 p.m. on the 3rd Tuesday of every month for all market days in the following month.
    - b. Wednesday Market - Monthly reserved spaces: Payment is due no later than 4:00 p.m. on the 3rd Wednesday of every month for all market days in the following month.
  3. Daily rentals are payable by cash only and are made on the day of rental.
  4. Food Merchants - Payment is due no later than 4:00 p.m. on the 3rd Wednesday of every month for all market days in the following month.
- M. LATE PAYMENTS OF RENTAL; DELINQUENT RESERVED RENT PAYMENTS SHALL BE CAUSE FOR EVICTION  
 In the event rent is received after the due date a penalty as established by resolution of the City Council shall be charged. The penalty applies individually to Tuesday and Wednesday rental periods. Additionally, in the event rent for reserved spaces are not received by 4:00 pm of the last Tuesday/Wednesday of the month preceding the rental period, the spaces shall be declared vacant and be available for reserved rent to another merchant. In the event a late rent payment is made by check and such check is returned by the vendor's financial institution, spaces shall be declared vacant and be available for reserved rent to another merchant.
- N. RENTALS OF SPACES ARE FINAL  
 Rental charges are made for each space rented each Market day in the month. There are no discounts, rain checks or refunds, except that if due to City actions a space(s) is not available for use, a credit may be awarded as authorized by the Market Manager.
- O. RETURN CHECK PENALTY  
 The charge for a returned check shall be established by resolution of the City Council. Monthly rentals may be paid by check, except such payment may be refused, if a check has been returned previously. Also, a returned check shall be considered as though no payment has been made, and the appropriate provisions of Section II.M. above, shall apply.
- P. PORTABLE ELECTRICAL SOURCES  
 Electrical power needs shall be provided by the merchant. Generators shall be muffled so that there is no noise nuisance outside the merchant's sales area. All electrical wires and fixtures shall be appropriately grounded and protected from wear, scuffing and accidental contact. The power systems shall comply with the City's Codes.
- Q. CUSTOMER VEHICLES ARE NOT ALLOWED IN MARKET AREA  
 Customer vehicles on the Market grounds are prohibited. Battery operated vehicles operated by the handicapped are exempt from this provision.
- R. PARKING IN THE LOADING ZONE IS LIMITED TO 20 MINUTES  
 A loading zone is available for customers unable to park in the parking lots or immediately adjacent to the Market for loading and unloading purposes. Parking in the loading zone is limited to 20 minutes.
- S. PRIOR NIGHT VENDOR SPACE SET-UP  
 Overnight stays, storage of materials and vehicles are allowed within the fenced market grounds for a fee as established by resolution of the City Council. No selling of merchandise outside of normal Market days and established hours of operation is allowed during overnight stays.
- Monday Night Parking: Vendors may set-up canopies, tables and other merchandise or equipment the night prior to Tuesday's market, all set-up must be accomplished by 9:00 p.m. No entry to the Market grounds will be allowed after 9 p.m.
- Tuesday Night Parking: Vendors may set-up canopies, tables and other merchandise or equipment the night prior to Wednesday's market, all set-up must be accomplished by 10:00 p.m.. No entry to the Market grounds will be allowed after 10 p.m.

All fees are due and payable at the Market Office by 10:00 a.m. the following morning for each day in which an overnight stay is made and may be paid in advance with the monthly rent. Payments not made by 10:00 a.m. will incur a penalty as established by resolution of the City Council. All fees and penalties are due prior to re-entry to the Market for business.

- T. APPEARANCE OF VENDOR PROPERTY  
Merchants shall be responsible for maintaining their property including, but not limited to, vehicles, displays, equipment and booths, in a safe, clean, neat and sanitary condition while on Market grounds.

### III VIOLATIONS AND PENALTIES

- A. VIOLATIONS OF MARKET RULES AND REGULATIONS  
Violations of laws and/or Rules and Regulations may be punishable by temporary to permanent suspension of rental Market spaces. Violations are of two categories: Violations of the First Degree and Violations of the Second Degree.

Any violation of these Rules need be determined only by the preponderance of the evidence, and no criminal prosecution or conviction need occur, for those violations which are also crimes, in order for the City to invoke penalties.

1. Violation of the First Degree - To do, or attempt to do, the following:
  - a. Sell, transfer, purchase or offer or accept anything of value for the transfer of spaces, whether in whole or in part; see Section II.B.
  - b. Incite to disorder or engage in any boisterous or violent conduct or create any nuisance.
  - c. Retail sale of any goods or products without assessing, collecting, and reporting appropriate sales tax; see Section II.J.
  - d. Failure to possess or display when requested any license or permit required by law or the Rules and Regulations including but not limited to business license, State Seller's permit, rental receipt, and California drivers' license or identification card.
  - e. Violate any law or regulation that causes a threat to the rights, safety and health of others.
  - f. Discharge grease, or liquid wastes into the storm or sanitary sewers or on market grounds.
  - g. Use, possession or offer for sale on Market grounds alcoholic beverages.
  - h. Damage to City property caused by negligence.
  - i. Failure to reimburse City for damages to City property.
  - j. Unauthorized use of space including the occupancy and/or use of space for which rents have not been paid to the City by said vendor.
  - k. Failure of Merchant/Vendor of record to make rental payment in person where an employee of record is on file; see Section ILL.1.
  - l. Displaying and/or selling merchandise of an adult oriented business.
  - m. Possession, use, or offer for sale on the Market grounds of any illegal weapons, firearms and/or ammunition.
  - n. Possession, use, or offer for sale on the Market grounds any illegal goods such as stolen, counterfeit, mislabeled or otherwise prohibited goods or produce; see Section I. J.
  - o. Possession, use, or offer for sale on the Market grounds any drug paraphernalia as defined in the California Penal Code.
  - p. Repeated violation of Violations of the Second Degree.
  - q. Violation of any law constituting an infraction, misdemeanor, or felony.
  - r. Refusal to sign any citation issued by Market employee or agent of the City.
  - s. Verbal or physical abuse of any Market employee or agent of the City.
  - t. Display or store any weapon within the reach of the general public. Weapons must be kept in a controlled area where the general public does not have access.
2. Violations of the Second Degree:
  - a. Extension of any element of a vendor's business, including customer purchases, past the white lines designating vendor spaces.

- b. Uncapped poles, displays or other items that may cause damage to pavement.
  - c. Failure to remove garbage and/or refuse from rented space; see Section II.H.
  - d. Riding bicycles, skate boards, roller skates, and scooters on Market grounds.
  - e. Create a visual, noise or other nuisances that annoy others.
  - f. Failure to submit requests for menu or product changes to Market Manager for prior approval.
  - g. Possession of live animals of any kind.
  - h. Parking of a vendor vehicle within the designated customer lot.
  - i. Exit or enter the Market grounds prior to 2:00 p.m. without staff approval.
  - j. Failure to maintain vendor's property in a safe, clean and neat condition while on Market grounds, see Section II.T.
3. General Rules for Violations:
- a. Violations of the First Degree may be punishable by immediate removal and permanent dispossession of the violator, whether merchant or customer, and/or may be punishable as set forth in Section III.B. If violations are found to be unintentional or inadvertent, a lesser penalty such as a warning or temporary suspension of the daily rental privilege may be imposed. No refunds for prepaid rents will be made for any suspension or permanent removal.
  - b. Violations of the Second Degree shall be punished by a warning, a fine, and/or suspension whether merchant or customer, of daily rental privilege, as set forth in Section III.B. For reserved vendors, any and all fines levied are due and payable no later than the due date for the rental of spaces for the subsequent month. For daily vendors, fines are due and payable at the time they are issued. No refunds for prepaid rents will be made for any suspension or permanent removal.
  - c. Spaces vacated as a result of penalty involving suspension greater than four (4) weeks of rental privileges shall revert to the City for re-rental to the merchant next on the waiting list. Spaces vacated as a result of penalty involving suspension of four (4) weeks or less of rental privileges shall revert to the City for re-rental on a daily basis for the term of the suspension. Spaces vacated as a result of suspension shall not be re-rented to a Merchant on the waiting list until the appeals process has been exhausted as presented herein.

**B. PENALTY ASSESSMENT FOR VIOLATIONS OF MARKET RULES AND REGULATIONS**

The following are penalties for violations that are classified as "Violations of the First Degree" and "Violations of the Second Degree".

1. Penalties for Violation of the First Degree:  
Violations at this level are generally deliberate and/or repetitive and involve serious consequences in terms of a threat to health and safety to the public and/or the disciplined and orderly conduct of the Market business. Such violations are subject to the following penalties:
- a. Immediate suspension of rental privileges for the remainder of the day.
  - b. Suspension of rental privileges for four (4) weeks.
  - c. Suspension of monthly rental privileges for twelve (12) months. Vendors will not retain rental privileges for those spaces previously held
  - d. Permanent termination of rental privileges.
  - e. A penalty of less than permanent termination may be assessed after considering mitigating factors which in the judgment of the Market Manager warrant such consideration.
2. Penalties for Violations of the Second Degree  
Violations at this level are relatively minor in the potential adverse impact on the general health, safety and welfare. They are violations having less serious effect on the conduct of market business. All violations of this degree are subject to the following penalties and are cumulative:
- a. First violation: written warning.
  - b. Second violation: \$50 fine.
  - c. Third violation: \$100 fine.
  - d. Fourth violation: two week suspension.
  - e. Any subsequent violations within a calendar year will be treated as Violations of the First Degree.

- C. A PENALIZED MERCHANT MAY APPEAL FOR ADMINISTRATIVE RELIEF  
A penalized merchant may appeal the Market Manager's action to the City Manager or to the representative or authority to which Market management responsibility has been assigned within ten (10) calendar days. The City Manager, or designee, shall hear the appeal within thirty (30) calendar days after the merchant has filed a written request for appeal with the Market Manager. All information to be considered during the appeal process must be submitted with the request. The City Manager, or designee, will respond to said appeal within ten (10) days of the hearing date.

The decision of the City Manager or delegated authority may be appealed to the City Council within ten (10) calendar days by filing an appeal in writing setting forth the circumstances and the specific grounds for appeal. If the City Council finds the action and/or penalty inappropriate or the alleged violation to be unfounded, it, by motion, shall uphold, modify and uphold or set aside the previous administrative action. The City Council's decision shall be final and binding.

The penalized merchant who has filed a timely appeal and has otherwise complied with these Rules retains rental privileges during the pendency of the appeal for 2<sup>nd</sup> degree violations only. Violations of the 1<sup>st</sup> degree shall be cause for rental privileges to be suspended during the appeal process. Losses or damages, if any, to vendors will not be the responsibility of the City. Rental privileges shall immediately terminate upon conclusion of the appeal with a decision upholding an order of suspension and/or termination of such privileges.

#### IV. WHOLESALE PROVISIONS

- A. WHOLESALE TRANSACTIONS SHALL BE PERMITTED IN THE MARKET  
State law provides that sellers in wholesale transactions require the proof of possession of a re-sale permit by the purchaser and that a record be made of the transaction, including the identity and address of the purchaser, the goods purchased, the amount of the sale and the re-sale permit number. The City staff may conduct periodic inspections of vendor records to insure compliance with this regulation.
- B. WHOLESALE MERCHANTS SHALL POSSESS A CITY OF GALT BUSINESS LICENSE  
The City of Galt licenses all businesses within the City, Wholesale merchants included.
- C. WHOLESALE MERCHANTS SHALL POSSESS A VALID SELLER'S PERMIT WITH THE MARKET ADDRESS  
All wholesale merchants at the Market are required to have a Seller's Permit from the State Board of Equalization prior to obtaining a space at the Market. The Seller's Permit must list 890 Caroline, Galt, CA, 95632, as the place of business. No space at the Market will be rented to a wholesale merchant without both a valid City of Galt Business License and a Seller's Permit with the correct address.

#### V. RETAIL PROVISIONS

- A. RETAIL TRANSACTIONS SHALL BE PERMITTED IN THE MARKET  
Sales tax is chargeable on all retail transactions. The State Franchise Board is responsible for the enforcement of sales tax laws and regulations. The Market staff will enforce known violations of this rule.
- B. RETAIL MERCHANTS SHALL POSSESS A CITY OF GALT BUSINESS LICENSE  
The City of Galt licenses all businesses within the City, Retail merchants included.
- C. RETAIL MERCHANTS SHALL POSSESS A VALID STATE BOARD OF EQUALIZATION PERMIT WITH THE MARKET ADDRESS  
All retail merchants at the Market are required to have a Seller's Permit from the State Board of Equalization prior to obtaining a space at the Market. The Seller's Permit must list 890 Caroline, Galt, CA, 95632, as the place of business. No space at the Market will be rented to a retail merchant without both a valid City of Galt Business License and a Seller's Permit with the correct address.

#### VI. DAILY VENDOR PROVISIONS

- A. Daily vendors selling new items are required to obtain a State Seller's Permit and a City of Galt Business License.
- B. Daily vendors selling used items more than two times per year are required to obtain a State Seller's Permit and City of Galt Business License.

#### VII. PRODUCE PROVISIONS (UNPREPARED FOODS)

- A. PRODUCE MERCHANTS SHALL POSSESS AND DISPLAY ALL LICENSES AND PERMITS REQUIRED BY LAW  
Merchants shall possess the State Market Enforcement License issued by the State Department of Food and Agriculture, a Sacramento County Environmental Health Permit, and all other permits or licenses required by the State and/or County. All produce merchants must obtain a City of Galt Business License. Such permits shall be displayed upon request. Space rentals shall not be made to produce merchants who do not possess these permits.
- B. MERCHANTS SHALL COMPLY WITH LOCAL HEALTH LAWS  
Local health laws are enforced by the Sacramento County Health Department on behalf of the City of Galt.
- C. UNLAWFUL FOODS OFFERED FOR SALE ARE SUBJECT TO DESTRUCTION  
In accordance with laws and regulations, State inspectors may inspect all unprepared foods offered for sale and destroy that which fails to meet State standards and regulations.
- D. THE CITY RESERVES THE RIGHT TO LIMIT RENTALS OF PRODUCE SPACES  
The City reserves the right to limit the number of produce vendors and to limit the number of produce units owned or operated by any one merchant/owner.

**VIII. FOOD MERCHANT PROVISIONS (TRAILERS)**

- A. FOOD MERCHANTS SHALL POSSESS AND DISPLAY ALL LICENSES AND PERMITS REQUIRED BY LAW  
Food merchants shall possess the State of California Housing and Community Development permit and the Sacramento County Health Department permit. The local and State restaurant codes shall apply to all food-selling units. All food merchants shall obtain a City of Galt Business License. Merchants that sell carbonated drinks and/or hot prepared foods must also obtain a State of California Seller's Permit with 890 Caroline Avenue, Galt, CA 95632, as the place of business.
- B. PROPOSED MENUS AND MENU CHANGES ARE SUBJECT TO APPROVAL  
Food merchants shall submit their proposed menus in writing for approval of the Market Manager. Once approved, the menu shall not be changed until a proposed menu change is approved by the Market Manager.
- C. RENTALS WILL BE FOR TUESDAY AND WEDNESDAY MARKET DAYS  
Rentals to food merchants/owners shall be by the month for the Tuesday and Wednesday Market. Daily rental of food spaces are not available to food vendors.
- D. THE CITY RESERVES THE RIGHT TO LIMIT RENTALS OF FOOD SPACES  
The City reserves the right to limit the number of food vendors and to limit the number of food trailers owned or operated by any one merchant/owner.

**IX. FOOD MERCHANT PROVISIONS (PUSH CART)**

- A. PUSH CART MERCHANTS SHALL POSSESS AND DISPLAY ALL LICENSES AND PERMITS REQUIRED BY LAW  
Push cart merchants shall possess the Sacramento County Health Department permit. The local and State restaurant codes shall apply to all food-selling units. All push cart merchants shall obtain a City of Galt Business License. Merchants that sell carbonated drinks and/or hot prepared foods must also obtain a State of California Seller's Permit with 890 Caroline Avenue, Galt, CA 95632, as the place of business.
- B. PROPOSED MENUS AND MENU CHANGES ARE SUBJECT TO APPROVAL  
Push cart merchants shall submit their proposed menus in writing for approval of the Market Manager. Once approved, the menu shall not be changed until a proposed menu change is approved by the Market Manager.
- C. RENTALS WILL BE FOR TUESDAY AND WEDNESDAY MARKET DAYS  
Rentals to push cart merchants/owners shall be by the month for Tuesday and Wednesday Market. Daily rentals of push cart spaces are not available to food vendors.
- D. THE CITY RESERVES THE RIGHT TO LIMIT RENTAL TO PUSH CART VENDORS  
The size, mobility level and number of push carts shall be subject to approval by the Market Supervisor. Push carts not requiring a space to conduct business shall be approved on an individual basis by the Market Manager. Push carts must maintain a distance of 100 feet away from all stationary food units and shall not be parked in any manner that restricts the flow of pedestrian or vehicular traffic.

**X. PRE-PACKAGED AND PROCESSED FOOD PROVISION**

All Merchants shall possess the Sacramento County Environmental Health permit and City of Galt Business License. All prepackaged foods must have a label identifying ingredients, business name, address and telephone number. The business name must be displayed in space. Home baked foods are prohibited.

**XI. FRESH FLOWER AND PLANT MERCHANT PROVISIONS**

All Merchants shall possess a Market Enforcement license and a Nursery Stock license, both from Department of Food and Agriculture of the State of California, in addition to a City of Galt Business License. Fresh flower Merchants shall also possess a current State of California Sellers Permit with 890 Caroline Avenue, Galt, CA 95632, as the place of business.

**XII. FURNITURE, MATTRESS, & BEDDING MERCHANT PROVISIONS**

All merchants selling new furniture mattresses, and/or bedding shall possess a Home Furnishing License issued by the Bureau of Home Furnishings of the State of California, a City of Galt Business License, and a State of California Seller's Permit with 890 Caroline Avenue, Galt, CA 95632, as the place of business.

**XIII. ALL LICENSES, PERMITS AND SPACE RENTAL RECEIPTS READILY AVAILABLE**

All vendors must have readily available upon entry into Market where applicable: Current California Seller's Permit, Business License, current receipt and any other permits required by law or the Market. Such items shall also be displayed within the space in a conspicuous place.

**These Rules and Regulations upon being approved and adopted by the City Council of the City of Galt shall have all the force and effect of law. A summary shall be printed and promulgated to interested parties. Copies of the complete Rules and Regulations are available during business hours from the Galt Market office or from the City Clerk's Office.**