

## USE AGREEMENT BETWEEN THE TOWN OF LOS GATOS AND CALIFORNIA FARMERS' MARKETS ASSOCIATION

THIS AGREEMENT is made and entered into on January 1, 2025 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and California Farmers' Markets Association, a California non-profit corporation ("CFMA"), whose address is 3585 Clayton Road, Concord, CA 94519. This Agreement is made with reference to the following facts.

### I. RECITALS

- 1.1 The Town desire to engage CFMA to provide Farmers' Market Operation Services.
- 1.2 The CFMA represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 CFMA warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. CFMA acknowledges Town has relied upon these warranties to retain CFMA.

### II. AGREEMENTS

- 2.1 Subject Premises. The premises covered by this agreement are a portion of Montebello Way, a portion of Broadway, and the portion of the stretch of wide sidewalk area along Plaza Park bordered by S. Santa Cruz Avenue between Broadway and the start of red-painted curb (collectively, the "Premises"). See **Exhibit A** to this agreement which show the Premises and the Market Vendor Booths Map. CFMA may request the use of additional premises, which shall be considered by the Town and authorized for use as more fully described in this agreement.
- 2.2 Town Manager. For the purpose of this agreement, the Town Manager shall mean the Town Manager or the Town Manager's designee.
- 2.3 Use of Premises. CFMA shall be allowed use of Montebello Way, the Montebello parking lot, and the stretch of Broadway between Montebello Way and S Santa Cruz Avenue for the weekly Los Gatos Farmers' Market.

In order to compensate for space now used by business parklet(s) on Montebello Way, CFMA shall also be allowed use of a portion of the stretch of wide sidewalk area along Plaza Park bordered by S Santa Cruz Avenue between Broadway and the start of red-painted curb. Market stalls may be set up in the space between the edge of the curb and the edge of the tree well as shown in **Exhibit B** to this Amendment. Vehicles associated with the market must be legally parked in the parallel parking spaces along S Santa Cruz Avenue in order to provide a buffer between street traffic and the market stalls on the sidewalk. The vehicles shall not block the bicycle lane. CFMA's market stalls shall not block the sidewalk right-of-way between the edge of the tree well and Plaza Park. If any

unforeseen issues arise resulting from CFMA's use of this sidewalk area, the Town reserves the right to revoke CFMA's ability to use the area for market stalls.

The approved time and day of use shall be every Sunday from 9:00 a.m. to 1:00 p.m. in addition to reasonable set-up and take-down time, as approved by the Town Manager, unless a different time frame is agreed upon by both parties. All parking spaces in the designated use area on Montebello Way, Broadway, and S Santa Cruz Avenue will be reserved for CFMA use on Sundays between 6:00 a.m. and 1:00 p.m.

CFMA will employ the approved road closure traffic control plan in **Exhibit C** to this agreement as well as any future changes made by Town staff to the plan.

Periodic use of Town Plaza Park for market events is permissible with prior approval from the Town Manager. Requests for use of Plaza Park should be in made in writing at least 14 days in advance and include a proposed site plan. Use of West Main Street requires a special event permit. By either Town Manager approval or the special event process, other downtown locations may be incorporated into the Market on a regular or periodic basis.

2.4 Scope of Services. CFMA shall provide the following scope of services:

- a. CFMA shall operate a weekly Farmers' Market located in downtown Los Gatos every Sunday, from 9:00 a.m. to 1:00 p.m., year round, excluding Easter Sunday, with any additional exceptions to be approved by the Town Manager.
- b. CFMA shall complete takedown of the market, including trash and equipment removal, by 2:00 p.m.
- c. CFMA shall enforce a set of market rules and regulations to ensure quality of vendors and market operations.
- d. CFMA shall provide adequate staffing at all times when the market is in operation, including at minimum a Market Manager.
- e. CFMA shall provide temporary portable toilet facilities with hand wash stations sufficient to serve the public needs. The number of toilets and hand wash facilities, as well as the staging location and delivery and removal schedule shall be approved by the Town Manager.
- f. CFMA shall maintain cleanliness and ensure that all market trash is taken from the site at the end of each market and shall be responsible for site preparation and clean-up including:
  1. Preventing specified Town's trash and recycling cans from being used during the Market with an approved method. This could include covering the cans or relining them post event.

2. Providing trash, recycling, and compost cans throughout the Market.
3. Pick up and disposal of trash from vendors and Market participants.
4. Clean up and proper disposal of any liquids left by vendors.

Should CFMA fail to perform adequate cleanup or damage occurs to Town property, the Town will invoice CFMA at full recovery rates, plus overhead for cleanup and repair.

- g. CFMA shall maintain all State and County permits required to operate a Certified Farmers' Market.
  - h. CFMA shall comply with Santa Clara County Fire Department regulations, Los Gatos Monte Sereno Police Department regulations, applicable State laws, and applicable Federal laws.
  - i. CFMA is required to properly set up and take down all approved street closures and shall provide their own barricades and equipment for street closures.
  - j. CFMA shall use community-oriented marketing strategies to promote business and develop relationships with downtown businesses.
  - k. CFMA shall maintain a high-quality Farmers' Market by choosing appropriate vendors and continue searching for specialty growers.
  - l. CFMA shall engage in community partnerships with local merchants.
  - m. CFMA shall identify opportunities for and support potential market expansion during peak season.
- 2.5 Term and Time of Performance. This contract will remain in effect from January 1, 2025 to December 31, 2027. The term of this Agreement may be extended for up to two additional three-year periods upon mutual written consent of the parties.
- 2.6 Termination. Either party can terminate this Agreement upon six months written notice to the other Party that it desires to terminate the Agreement for convenience and, upon such notice, the Agreement shall terminate six months from the date the notice was sent.
- 2.7 Compliance with Laws. The CFMA shall comply with all applicable laws, codes, ordinances, and regulations. The current Santa Clara County Environmental Health Requirements are **Exhibit D** to this agreement and CFMA shall keep up with any updates. CFMA represents

and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CFMA to practice its profession.

CFMA shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

CFMA is required to obtain one business license for all Farmers' Market vendors in lieu of each vendor obtaining an individual business license. The business license fee shall be **\$2,850.00** (*based on 38 total vendors at \$75 per vendor*). That total fee is inclusive of all Farmers' Market vendors not including the Market Operator/CFMA. Therefore, vendors in the Farmers' Market who operate under CFMA will not be required to obtain a business license as long as CFMA has obtained the one business license for all vendors. This fee will increase annually equal to the percentage increase in the Town's business license fee.

- 2.8 Sole Responsibility. CFMA shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
  
- 2.9 Information/Report Handling. All documents furnished to CFMA by the Town and all reports and supportive data prepared by the CFMA under this Agreement are the Town's property and shall be delivered to the Town upon the completion of CFMA's services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by CFMA in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the CFMA shall not make any of the these documents or information available to any individual or organization not employed by the CFMA or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the CFMA pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the CFMA in connection with other projects shall be solely at Town's risk, unless CFMA expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of CFMA which is and has been confirmed in writing by CFMA to be a trade secret of CFMA.
  
- 2.10 Annual Use Fee. Beginning January 1, 2025, and every year thereafter, CFMA shall pay the Town of Los Gatos an Annual Use Fee for the use of the Premises. The Annual Use Fee shall be **\$2,805.00** (*based on 25% of the current \$55/hour Plaza Park Use Fee for a four-hour market 51 times per year*). The Annual Use Fee shall be considered full and fair compensation for use of the Premises for those days and times including any use of Plaza Park for market events approved by the Town Manager. This fee will increase annually equal to the percentage increase in the Town Plaza Park Use Fee.
  
- 2.11 Payment. CFMA shall make all payments, whether or not invoiced by the Town, required pursuant to this agreement no later than January 1 of each year that such payments are

due. All payments shall be mailed by first class mail or delivered in person at Town offices and addressed as follows:

Town of Los Gatos  
Attn: Accounts Payable  
P.O. Box 655  
Los Gatos, CA 95031-0655

- 2.12 Availability of Records. CFMA shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. CFMA shall make these records available to authorized personnel of the Town at the CFMA's offices during business hours upon written request of the Town.
- 2.13 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the CFMA. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.14 Independent Contractor. It is understood that the CFMA, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the CFMA may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. CFMA agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. CFMA shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by CFMA or is based on allegations of CFMA's negligent performance or wrongdoing.
- 2.15 Conflict of Interest. CFMA understands that its professional responsibilities are solely to the Town. The CFMA has and shall not obtain any holding or interest within the Town of Los Gatos. CFMA has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, CFMA warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. CFMA shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, CFMA discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, CFMA shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.

- 2.16 Equal Employment Opportunity. CFMA warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither CFMA nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.
- 2.17 Vendors. CFMA must retain all current vendors of the Los Gatos Farmers' Market, with the exception of vendors who do not comply with CFMA's policies and regulations. Removal of vendors for non-compliance shall be reviewed and approved by the Town Manager unless removal is deemed necessary by the California Department of Food Agriculture or the Santa Clara County Environmental Health Department
- 2.18 Facility Use Policies. CFMA shall comply, without limitation, to all applicable provisions of the Los Gatos Town Code, with special attention to the provisions of Chapter 19, Parks and Recreation. CFMA shall also comply with any park rules and regulations established by the Town Manager pursuant to Section 19.10.025(17) of the Town Code, including those rules set forth in **Exhibit E**, Town of Los Gatos Park Rules and Regulations. Failure to comply with these policies may result in suspension and/or termination of this agreement.
- 2.19 Personal Property. Personal property of CFMA shall be CFMA's sole responsibility to acquire, repair, replace and store. Any storage of personal property on the Premises shall require prior approval by the Town. CFMA shall remove all personal property at the expiration or termination of this Agreement, or sooner, as directed by the Town in its sole discretion. Any personal property not so removed with 5 days of notification by the Town shall become the sole property of Town with no compensation.
- 2.20 Temporary Signage. CFMA shall be permitted to install temporary event signage on the Premises upon approval of an application to the Town of Los Gatos Planning Department pursuant to the provisions of Section 29.10.120 (4) *Temporary Signs* of the Town Code. CFMA shall be eligible for temporary event signage. All temporary event signage must include the CFMA logo of such size and placement that it is clear that the signage is for a program or activity sponsored by CFMA. The Town shall charge a single Temporary Signage fee for each year.

### **III. INSURANCE AND INDEMNIFICATION**

- 3.1 Minimum Scope of Insurance:
- i. CFMA agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an

amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.

- ii. CFMA agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. CFMA shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. CFMA agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

#### General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the CFMA; products and completed operations of CFMA, premises owned or used by the CFMA.
- ii. The CFMA's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the CFMA's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The CFMA's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

3.3 Workers' Compensation. In addition to these policies, CFMA shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, CFMA

shall ensure that all subcontractors employed by CFMA provide the required Workers' Compensation insurance for their respective employees.

- 3.4 Indemnification. The CFMA shall save, keep, hold harmless and indemnify and defend the Town and its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by any act or omissions of the CFMA, or any of the CFMA's officers, employees, or agents or any subcontractor.

#### IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.

- 4.3 Default Cure and Termination.

- a. CFMA shall promptly terminate its use of the Premises at the expiration of this Agreement, leaving the Premises in the same condition it was received, in good order and repair, reasonable wear and tear and damage by the elements excepted. Any personal property not removed by the CFMA within thirty (30) days of the termination of this Agreement shall become the property of the Town and may be disposed of as the Town in its sole discretion deems advisable.
- b. If the Town in its sole discretion determines that it requires the Premises for any public purpose, Town may terminate this Agreement upon thirty (30) days written notice. In the event of an emergency, Town may terminate this Agreement immediately upon written notice. "Emergency," for the purposes of this section, is defined as when the Town Council declares a State of Emergency. Upon termination of this Agreement in the event of an Emergency, Town and CFMA will work cooperatively to secure alternative facilities for CFMA programs.
- c. CFMA shall be deemed to be in default of its obligations under this Agreement if the Town Manager determines that CFMA is providing services below the established minimum standard of service set forth in this Agreement. In this event, CFMA shall be notified in writing and provided the opportunity to cure the default by providing the Town with a plan for improvement of services required of CFMA by this Agreement provided hereunder within ten (10) business days of receipt of written notice of the



Town's determination of a default. Said plan shall address each and every service issue referred to in the Town's notice, providing the method for improvement, an explanation, as necessary, for how the method will result in an improvement, and a schedule for the actions necessary to ensure the planned improvement of services. The Town shall review CFMA's plan for improvement and determine within ten (10) business days after receipt of the plan and at its sole discretion whether the plan is satisfactory to cure the default. In the event the plan is not deemed satisfactory, the Town may, at its sole discretion, suspend or cancel this Agreement without incurring any liability to CFMA.

d. CFMA waives all rights of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 and 1179, and any other present and future law, in the event CFMA is evicted or the Town otherwise lawfully takes possession of the Premises by reason of any default or breach of this Agreement by CFMA.

4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the CFMA.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos  
Attn: Town Clerk  
110 E. Main Street  
Los Gatos, CA 95030

California Farmers' Markets Association  
Attn: Doug Hayden  
3585 Clayton Road  
Concord, CA 94519

or personally delivered to CFMA to such address or such other address as CFMA designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and CFMA. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

4.9 No Property Rights. Nothing in this Agreement is in any way intended to establish, convey, create or otherwise grant to CFMA any form of property rights in the Premises, nor shall such rights be established, conveyed, created or otherwise granted by CFMA's use of the Premises pursuant to this Agreement. CFMA hereby acknowledges that it currently has no property interest in the Premises or any improvements thereto or fixtures location thereon, and that any claim it may have to same is hereby and forever waived.

4.10 Damage and Destruction.

- a. Damage or destruction of any portion of the Premises by any cause shall not terminate this Agreement or otherwise affect the respective obligations of the two parties, any present or future law to the contrary notwithstanding, except pursuant to the provisions of this Section 19.
- b. If because of destruction or damage, a portion of the Premises becomes unsuitable or inadequate for a use, the Town and CFMA shall meet and work cooperatively to identify an alternative location for the use. If the alternative location can be found on Town-owned property, then no modification of the Annual Use Fee shall be made. If no alternative location can be found, or if an alternative location is found that is not on Town-owned property, then CFMA shall be entitled to a prorated refund of the Annual Use Fee, calculated by determining the fee that would have been assessed for the displaced program or activity if it had been issued a Facility Use Fee Permit. Any such calculation will be based on the Town's approved schedule of Annual Fees and Charges in effect at the time of the program displacement.
- c. Under no circumstances does the Town have any obligation to provide CFMA with an alternative property to conduct its operations, and CFMA is solely responsible for obtaining such insurance as the CFMA deems appropriate to protect its interests should damage or destruction to any of the Premises occur.
- d. CFMA shall be liable for any loss, damage or injury to the Premises as a result of the direct or indirect use of the Premises by CFMA under this agreement.

**V. USE OF NAME**

5.1 Use of Name. CFMA agrees that the Town has used the name "Los Gatos Farmers' Market" for the weekly Farmers' Market in Los Gatos since 1992. The Town hereby grants CFMA a non-exclusive right and license to use the name "Los Gatos Farmers' Market" in connection with this Agreement and the weekly Farmers' Market in Los Gatos. Upon expiration or termination of this Agreement, all rights to the name "Los Gatos Farmers' Market" shall revert exclusively to the Town and CFMA shall relinquish all rights and obligations to use the name "Los Gatos Farmers' Market" unless a separate written agreement is obtained from the Town.

IN WITNESS WHEREOF, the Town and CFMA have executed this Agreement.

**Town of Los Gatos by:**

**CFMA by:**

\_\_\_\_\_  
Chris Constantin, Town Manager

\_\_\_\_\_  
Doug Hayden, President

Recommended by:

\_\_\_\_\_  
Katy Nomura, Assistant Town Manager

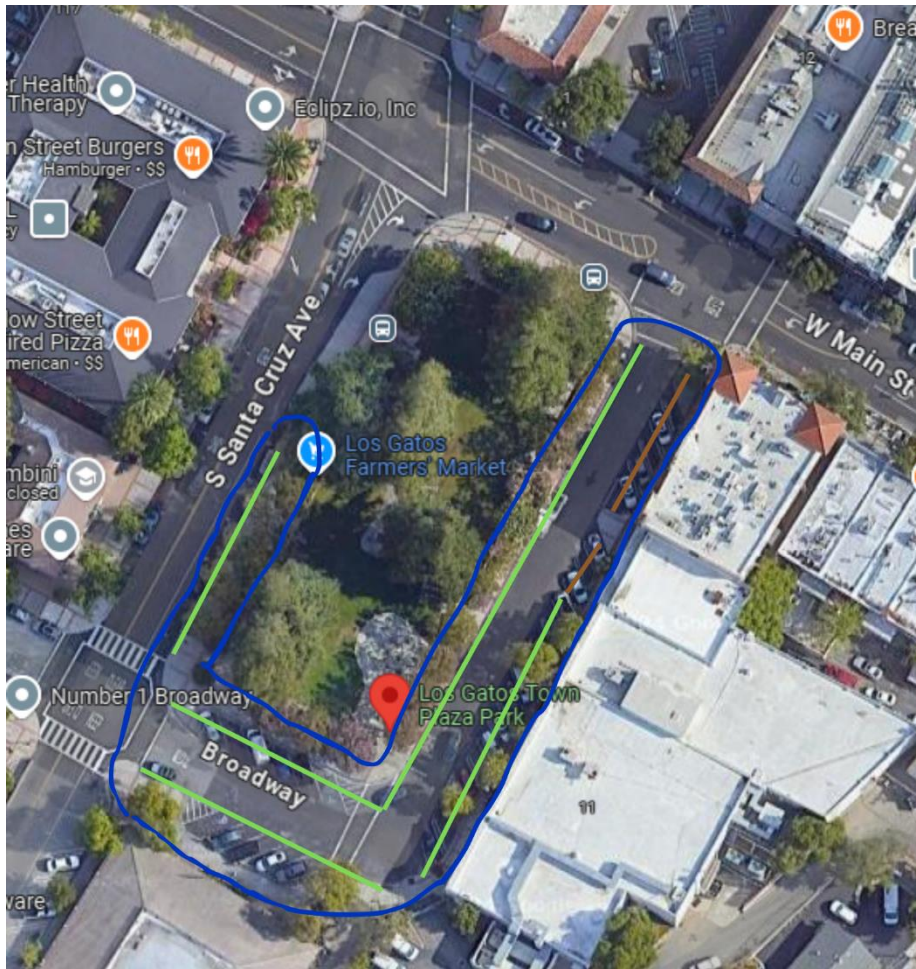
Approved as to Form:

\_\_\_\_\_  
Gabrielle Whelan, Town Attorney

Attest:

\_\_\_\_\_  
Wendy Wood, CMC, Town Clerk

# Market Vendor Booths Map



Market Vendor Booths

Existing Parklets

The Premises

Plaza Park

Brick Wall



9' Umbrellas

9' Umbrellas

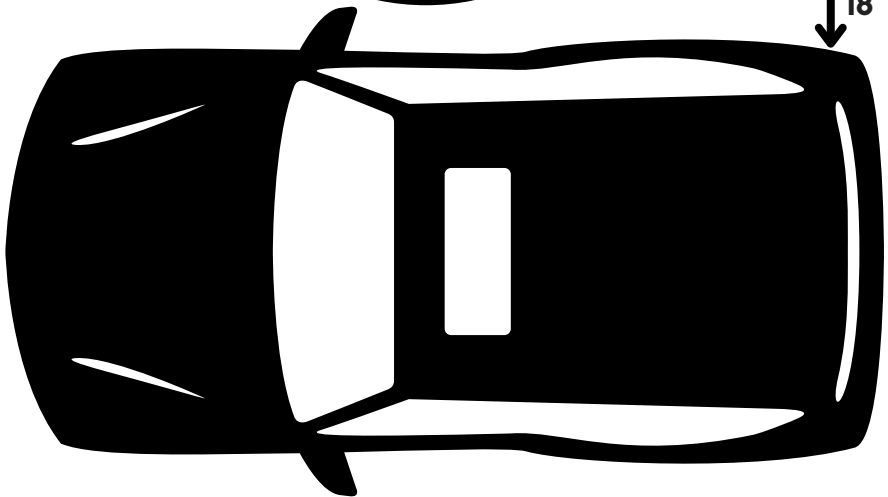
6' Tables

6' Tables

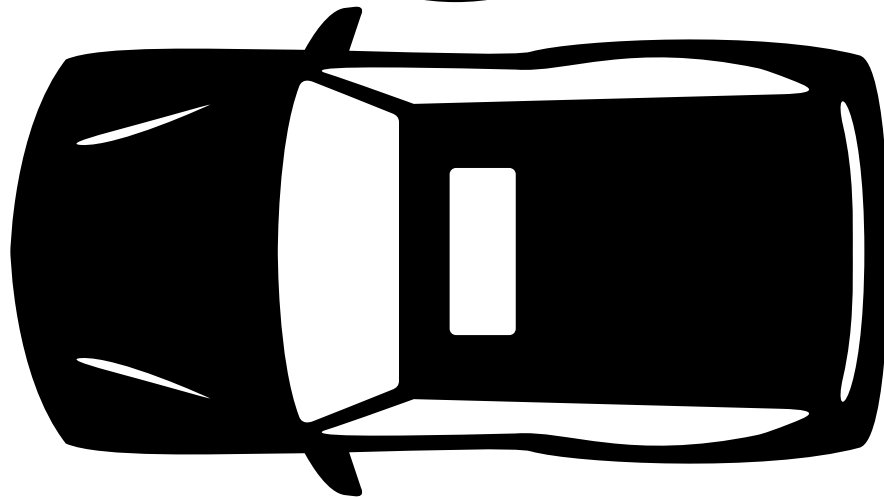
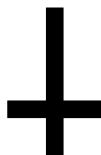
Tree

6' Tables

6' Tables



Market Vendor Vehicle

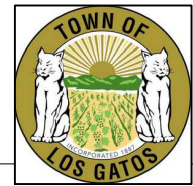


Market Vendor Vehicle

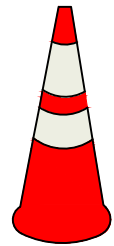
Bike Lane Line



# FARMERS MARKET ROAD CLOSURE TRAFFIC CONTROL



10/29/2018



Traffic Cones:  
Orange 28"  
Traffic Cone  
with Reflective  
Collars

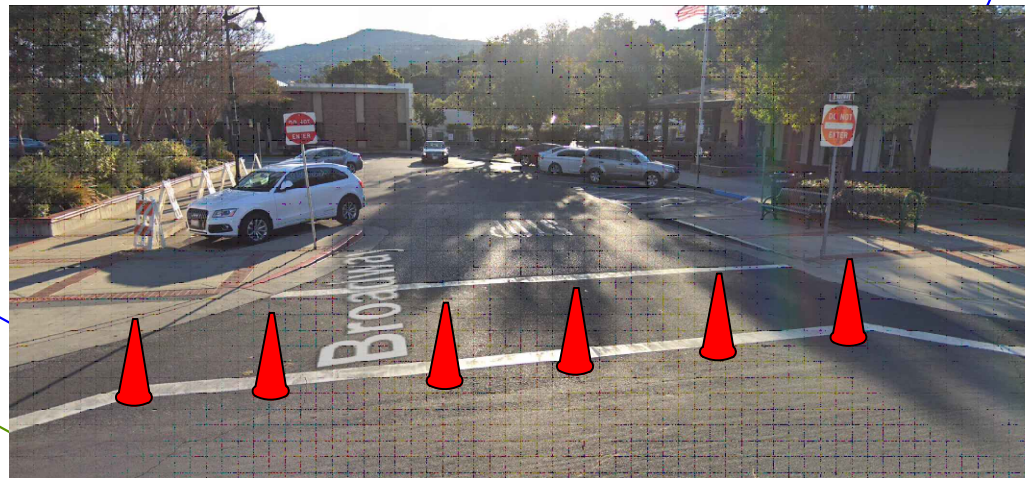
Install a no right-turn sign on A frame



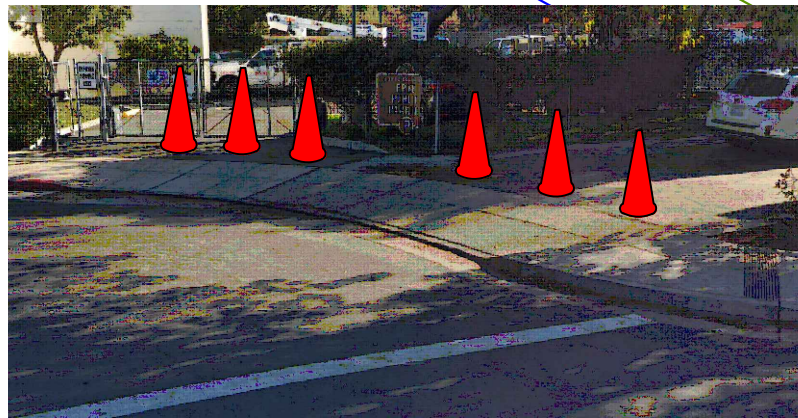
Install 8 traffic cones and one "road closed" sign on A frame



Install 6 traffic cones



Install 6 traffic cones, 3 for each driveway



SANTA CRUZ

MAIN ST

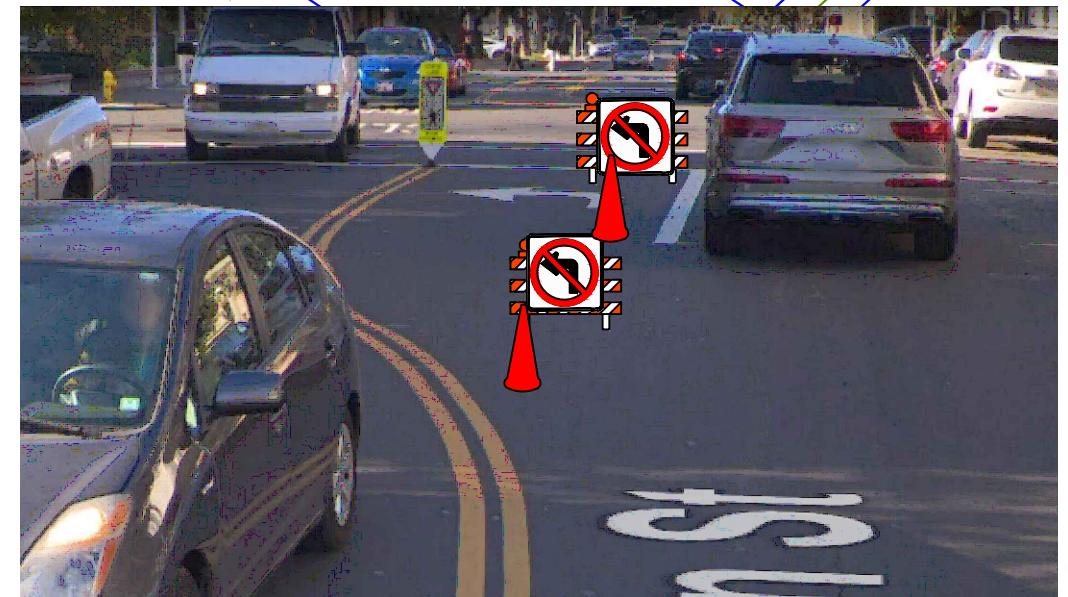
UNIVERSITY

BROADWAY

MONTEBELLO

FARMERS MARKET

Install 2 no left-turn signs on A frame and 2 traffic cones







# REQUIREMENTS FOR TEMPORARY FOOD FACILITIES (TFF) AT TEMPORARY EVENTS AND CERTIFIED FARMERS' MARKETS

Temporary Food Facilities (TFF) or food booths are food operations that operate at approved public events. A health permit is required to operate a TFF whenever food or beverage (unpackaged or prepackaged) is sampled, sold, prepared, or given away to the public.

- ✓ Temporary Events include festivals, fairs, entertainment events, cook-offs, etc.
- ✓ Certified Farmers' Markets may have food booths operating adjacent to their certified producers section. Markets may operate year-round or seasonally.

## PERMIT REQUIREMENTS

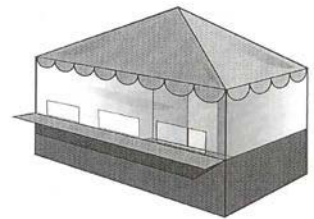
All permit applications, applicable documents and fees must be submitted BY the Event Coordinator/Market Manager to DEH at least 2 weeks before the Temporary Event's start date or the vendor's Certified Farmers' Market operation start date.

- Each TFF operator must apply for a permit to operate.
  - ✓ TFFs that pre-package foods must have a valid Processed Food Registration from the California Department of Public Health. Visit their website for more information: <http://www.cdph.ca.gov/programs/Pages/FDB.aspx>
- Once the TFF permit application is approved, NO changes may be made without approval of the Department.
  - ✓ The Department of Environmental Health (DEH) conducts risk-based inspections to ensure a safe food operation.
  - ✓ Unauthorized changes to the menu or non-compliance may result in closure of food facility until deficiencies are corrected.
  - ✓ Re-inspections or routine inspections longer than 20 minutes may be assessed additional fees, in 15-minute increments, at the current rate approved by the Board of Supervisors. As of 7/1/15, the rate is \$219.00 per hour.
- At events with two or more TFFs, a person or organization must be responsible for shared facilities (e.g., restrooms, general premises maintenance, waste disposal) and must apply for an event coordinator permit.

## FOOD BOOTH CONSTRUCTION

ALL food and beverage booths must be constructed with a floor, ceiling and four sides as follows:

- Floor surfaces must be smooth and cleanable.
  - ✓ Smooth pavement, concrete, asphalt and plywood are approved.
  - ✓ Grass or dirt floors must be covered with approved tarps or plywood.
- Ceiling/overhead covering may be canvas, wood, etc.
- Walls must completely enclose the booth on all four sides with no gaps.
  - ✓ Wood, canvas, plastic, 16-mesh fly screening or similar material is approved.
    - Check with local fire department for cooking booth material requirements.
  - ✓ Pass-thru window openings
    - Must not exceed 216 square inches (approximately 1 foot by 1.5 feet) and have tight-fitting closures (e.g., Velcro).
    - Shall be spaced a minimum of 18 inches apart.
  - ✓ *Exception:* Operations do not need booth sidewalls IF either of the following apply:
    - Only PREPACKAGED food or beverages are handled. All food and beverages must be sold or served in original unopened packaging.
    - Unpackaged, pre-portioned foods are stored in food compartments of solid construction with tight-fitting lids or access doors. No food handling, such as slicing or scooping, may be conducted.
- Booth must be large enough to accommodate all food preparation, handling, and storage needs.
- A clearly visible sign must be posted listing the booth name, city, state, zip code, and name of permittee.
  - ✓ The booth name must be at least 3 inches high, with strokes at least 3/8 inches wide.
  - ✓ The city, state, zip code, and name of permittee must use lettering at least 1 inch in height.
  - ✓ *Non-profit charitable booths are not required to provide this signage.*



**The Center for Disease Control and Prevention (CDC) identified the following risk factors as most likely to cause food-borne illnesses:**

- 1. Poor employee health and hygiene**
- 2. Improper hot/cold holding temperatures of potentially hazardous foods**
- 3. Improper cooking temperatures of food**
- 4. Dirty and/or contaminated utensils and equipment**
- 5. Food from unsafe sources**

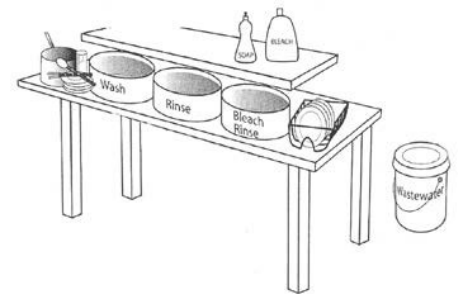
## HANDWASHING

- Operations that handle unpackaged or open foods or beverages must provide handwashing facilities in an easily accessible location **INSIDE** the food booth.
- Handwash facility must be set up and operational prior to beginning food handling operations. It must be checked frequently and refilled as necessary.
- All food handlers must wash hands with soap and warm water frequently to prevent the contamination of food. This includes, but is not limited to, washing hands before handling food or food-contact utensils, after handling raw animal products, after handling money, after touching your face or hair, and after visiting the restroom.
- Handwashing stations shall consist of:
  - ✓ an insulated container – 2 gallons or more – with a spigot that can lock in the open position for hands-free washing,
  - ✓ warm potable water,
  - ✓ liquid hand soap in a pump dispenser,
  - ✓ paper towels, and
  - ✓ a catch bucket or tub for wastewater.
- Glove use is not a substitute for handwashing. Hands must be washed prior to donning gloves. If used, gloves must be food-grade and single-use.
- Hand sanitizer is not a substitute for handwashing. If used, sanitizer must be food-grade and only used after properly washing hands with soap and warm water. Sanitizers must be used according to manufacturer's directions.



## UTENSIL WASHING AND SANITIZING

- Facilities that handle unpackaged or open foods or beverages must provide utensil washing and sanitizing stations **INSIDE** the temporary facility.
- Utensils include tongs, scoops, knives, pots, cutting boards, thermometers, etc.
- Utensil washing stations include three containers filled with potable water. Each container must be large enough to accommodate the largest utensil to be washed.
  - ✓ Container # 1 – WASH – with soapy water (use dish soap).
  - ✓ Container # 2 – RINSE – with clean and clear water.
  - ✓ Container # 3 – SANITIZE – with sanitizing solution. Adequate space to AIR DRY all utensils.
- Sanitizing solution may consist of 1 tablespoon unscented household bleach in 2 gallons of water to produce a concentration of 100ppm chlorine. Other approved sanitizers (such as quaternary ammonia or iodine) may be used.
  - ✓ Maintain appropriate sanitizer test strips to monitor sanitizer concentration levels. Replace water and add sanitizer whenever necessary.
- Utensils used for PHFs must be cleaned and sanitized at least once every 4 hours.
- Additionally, multi-use cloths must be stored in a solution of sanitizer when not in active use. Sanitizer solution may be prepared as above, but the utensil wash sanitizer container may not be used to store wiping cloths.
- Ensure utensils and food contact surfaces are thoroughly washed and sanitized after handling raw animal products.



## FOOD PREPARATION AND HANDLING

- All food must be from an approved source.
  - ✓ Food or beverages stored or prepared in a private home may NOT be offered for sale, sold, or given away.
    - *Exception:* Foods prepared by a Cottage Food Operator with a valid Cottage Food permit or registration.
  - ✓ If you will store or prepare foods prior to attending the event/market, you must operate from an approved kitchen.
  - ✓ Maintain copies of invoices/receipts for food, available for review by a DEH Specialist.
- All equipment and utensils must be approved by the Department.
  - ✓ Surfaces that come in contact with food must be smooth, easily cleanable, and non-absorbent (e.g., counters, cutting boards, utensils, equipment).
  - ✓ Do NOT use galvanized or enamel-coated cookware or utensils.
  - ✓ ALL utensils and cooking equipment must be inside the food booth unless otherwise required by the local fire department (see below).
- Food storage and display:
  - ✓ All food (including ice) and food containers must be stored inside the food booth and off the ground on shelving or pallets.
    - *Exception:* Supplies and non-potentially hazardous foods in unopened original commercial manufacturer's packaging may be stored outside the enclosed food booth.
  - ✓ Store raw meats and poultry below and separate from ready-to-eat foods.
    - Example: store raw chicken in an ice chest and store lettuce in a different ice chest.





## FOOD PREPARATION AND HANDLING (CONTINUED):

- ✓ Do not store food or food-contact utensils below or directly adjacent to handwash and utensil wash stations.
- ✓ NO open or unpackaged food may be stored or displayed at service counters.
- ✓ Clearly identify "Display Only" products.
- ✓ Self-service condiments must be in single-service packets, pump-type containers, or squeeze containers.
- ✓ Beverage ice must be kept separate from ice used for cold-holding foods. Remember, ice is food.
- Provide food wash station for raw ingredients. For example, rinse unwashed produce under cold running water.
- Minimize bare hand contact with food. Use appropriate utensils such as tongs, food tissue, or disposable gloves whenever practical.



## FOOD TEMPERATURES

- Potentially hazardous foods (PHF) must be cooked and held at proper temperatures.
  - ✓ Examples of PHFs include meats, poultry, seafood, cooked rice, cooked beans, cooked vegetables, many cheeses, cut melon, cut tomatoes, tofu, sprouts, etc.
- An accurate probe-type metal thermometer ( $\pm 2^\circ\text{F}$ ) must be used if PHFs are served. Clean and sanitize thermometer before and after each use.
- All PHFs must be maintained at required temperatures. Maintain temperature logs.



### COOKING requirements:

Food must be thoroughly cooked to required minimum internal temperatures.

- ✓ 165°F Poultry, stuffed meats, and other stuffed foods
- ✓ 157°F Ground beef (hamburger)
- ✓ 145°F Fish, eggs, and pork



### RE-HEATING requirements:

- ✓ 165°F Rapidly re-heat potentially hazardous foods before placing in a warming unit.

### HOLDING requirements:

- ✓ Cold PHFs or beverages must be maintained at or below 45°F.
  - Foods may be maintained at 45°F or below for up to 12 hours in a 24-hour period. At the end of the operating day, the food must be destroyed in an approved manner.
  - Foods maintained at 41°F or below at ALL times may be used the following day.
- ✓ Hot PHFs (including cooked vegetables) must be maintained at or above 135°F. At the end of the operating day, hot foods must be destroyed in an approved manner.
- Adequate hot holding devices are required to actively maintain hot food temperatures.
- Adequate supply of ice or refrigeration equipment is required to actively maintain cold food temperatures.
  - ✓ For food containers stored on ice, ensure ice is packed around the bottom and up all sides of the container. Suggest storing PHFs in small, shallow containers.



**PLEASE NOTE . . . Food handled improperly or held at unsafe temperatures may be condemned or destroyed by the Department.**

## EMPLOYEE HEALTH AND HABITS

- Personal items (jacket, purse, keys, cell phone, etc.) stored separate from food operation items.
- Employees must maintain good hygiene, including clean fingernails.
- No open cuts, sores. Must apply bandage to wound and be self-contained. If wound is located on hands, must also wear food-grade gloves.
- Long hair must be restrained.
- Wear clean clothing.
- No smoking allowed in or around food booth.
- No watches, rings (except a plain solid band), nail polish or artificial nails. If wearing watches, rings, nail polish, or artificial nails, food-grade gloves must also be worn.
- Beverages may be consumed IF from a closed container with a straw.
- Employees experiencing sneezing, coughing, runny nose, vomiting or lower gastrointestinal symptoms (such as diarrhea) shall not work within the food booth.
- Employees with a communicable disease shall be excluded from the food booth.



## OPEN-AIR BARBECUE AND DEEP FAT FRYING

- Barbecuing and deep-fat frying may be allowed OUTSIDE an enclosed food booth due to local Fire Code regulations. (Other cooking equipment may be located outside the food booth only IF the local Fire Department requires.)
  - ✓ Only cooking on the barbeque or fryer may be conducted outside.
  - ✓ All food must be stored and any preparation activities conducted INSIDE an enclosed food booth.
  - ✓ Immediately after cooking, all food must be moved INSIDE a fully-enclosed food booth for further preparation, hot holding, or service.
  - ✓ NO food storage, preparation, assembly, or hot-holding may be conducted outside the food booth.
- Perimeter fencing or barriers must be provided around open-air barbecue or deep fat frying areas to prevent contamination of food and injury to the public.
- Contact the local Fire Department regarding fire regulations and any necessary permits.



## WASTE DISPOSAL

- Wastewater
  - ✓ A leak-proof container for liquid waste must be provided INSIDE each food booth.
  - ✓ All liquid waste must then be disposed of into approved containers (e.g., graywater bins) or to an approved sanitary sewer.
  - ✓ Wastewater may NOT be disposed to vegetation, dirt, streets, or storm drains.
- Trash
  - ✓ A solid container for food waste, garbage, and refuse must be provided INSIDE each food booth. All food waste and garbage must be stored in leak-proof containers and disposed of into approved dumpsters or garbage cans.
- Grease
  - ✓ Cooking or deep fat fryer grease must be disposed of in a safe and sanitary manner such as a tallow container.
- Spent charcoal and briquettes must be disposed of in a safe and sanitary manner.



## TOILET FACILITIES

- Approved toilet facilities (one per 15 food employees) must be provided within 200 feet of each TFF.
- When portable toilets are used, they must be provided with an adequate number of handwashing stations equipped with adequate supplies of water and liquid soap and paper towel in mounted dispensers.



## ADDITIONAL REQUIREMENTS

- A designated person in charge must be present at all times.
- Post the Environmental Health Permit in public view in your TFF.
- An adequate supply of potable water must be provided from an approved source. Any connections and hoses utilized must be food grade.
  - ✓ Green garden hoses are not food-grade.
  - ✓ In some cases, a backflow prevention device may be required on the faucet/hose bib.
- Maintain all equipment (food containers, handwash station, utensil wash station, ice chests, etc.) in good condition and kept clean of food debris and residue build-up.
- Live animals are NOT allowed within 20 feet of a TFF.
  - ✓ *Exceptions:* guide dogs, signal dogs, or service dogs.
- Any chemicals and cleaners used must be approved for use in food facilities.
  - ✓ Store chemicals and cleaning supplies below and separate from food and food contact utensils.
- Light fixtures over food or food preparation areas must have shatterproof light bulbs or covers.
- During inclement weather, ensure food is protected. Examples include:
  - ✓ Keep food protected and covered when bringing into enclosed food booth from the BBQ/fryer.
  - ✓ Consider non-permeable materials for booth construction.
  - ✓ Do not locate food booth where rain or water run-off may occur.
- Other permits or approvals may be required for your event. Contact the local city, county and/or fire department.



***For more information and documents, visit our website at [www.ehinfo.org](http://www.ehinfo.org)***

***NOTE: There are different TFF permit applications specific to each program, Temporary Events and Certified Farmers' Markets.***



## TEMPORARY FOOD FACILITY BOOTH CONSTRUCTION

At minimum, all temporary food facilities must have approved flooring and overhead protection. If unpackaged food is prepared, the temporary food facility must be fully enclosed with 4 sidewalls.

### FLOORING:

Floor must be smooth and cleanable, such as concrete, asphalt, tight wood or located inside buildings.

- If the booth will be located on grass, dirt, decomposed granite, or other porous material, additional flooring material such as a tarp or tight wood, must be provided.



- While the above-shown flooring materials are approved by this department, the local Fire Department may not approve the use of blue poly-tarps in cooking booths as they are considered flammable. Check with the local Fire Department for their requirements.

### OVERHEAD PROTECTION:

Overhead protection (wood, canvas or other materials) must be provided to protect the facility from precipitation, dust, bird and insect droppings, and other contaminants. Activities allowed under a canopy only (no sidewalls required) include:

- Selling pre-packaged foods only.
  - Examples: bottled sauces, containers of hummus, tamales (in husk).
- Sampling pre-packaged or pre-portioned food samples. Examples:
  - Sauce (stored in squeeze bottles) is distributed into a sample cup for customer.
  - Pre-cut bread cubes (prepared in approved kitchen and stored in a shaker bottle) are dispensed to the customer. Oil (from bottle with pour spout) is drizzled over bread sample.
  - Dip pita chip (stored in food compartment) into hummus and serve to customer.
- Storing pre-portioned, unpackaged food items (e.g., cookies, cupcakes, donuts, samosas) in food compartments; served by operator to customers upon order using tongs or tissue. No self-service.
  - Food compartment must be of solid construction with a tight-fitting lid/door and must fully enclose all food, food-contact surfaces and the handling (service) of non-prepackaged food.



### ENCLOSURE/SIDE WALLS:

A fully-enclosed booth with 4 sidewalls is required for operations conducting food preparation activities, such as food assembly, portioning, slicing, cooking, etc.

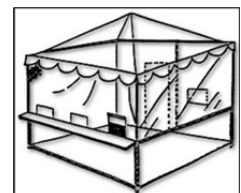
Food preparation examples:

- Slicing food (e.g., cake, bread, pies) and serving to customer.
- Scooping food (e.g., ice cream, salsa, soup) and serving to customer.
- Mixing a packet of spices/seasonings into sour cream.



Construction:

- Booth sidewalls shall be tight-fitting with no gaps, except for window openings.
- Screening shall be at least 16 mesh per square inch.
- Window openings are limited to 216 square inches (approximately 1 foot x 1.5 feet) and shall be spaced at least 18 inches apart.





## WARM WATER REQUIREMENT FOR HANDWASHING AT CERTIFIED FARMERS' MARKETS AND TEMPORARY EVENTS

Effective January 1, 2015, DEH will be enforcing the CalCode requirement for warm water (100°F) for handwashing. If a hard-plumbed sink with hot and cold potable water is not available, warm potable water may be stored in an insulated food-grade container with a spigot that can remain locked in the open position and that is capable of maintaining water warm.



There are some containers with a push button spigot that can be retrofitted with lever-type spigots. These may be available from the manufacturer or from water container filling stores. All materials must be food-grade and must use potable water supply.

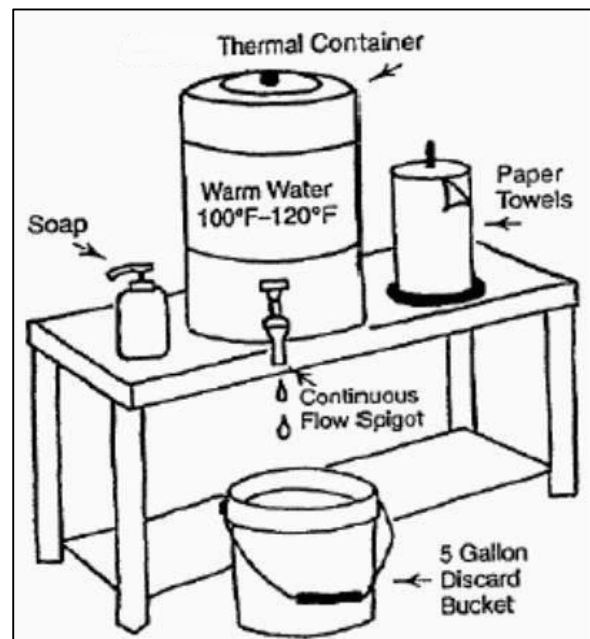
Options for obtaining warm water for handwashing include, but are not limited to:

- Heating water at the commissary then filling insulated water containers;
- Use a hot water heater (such as a coffee maker), then then mix with cold water;
- Heating water in a clean pot over a range/griddle in the food booth.



A handwash station is required to be operational inside the food booth if unpackaged food is handled prior to any food handling,

- Insulated water container with spigot that locks in open position
- WARM WATER
- Liquid soap
- Catch bucket
- Paper towels





Here is a list of resources you may research further. **These are NOT recommendations or endorsements.** You must still verify the products are food-grade, may store warm water and meet the department requirements. Check with the manufacturer.



[www.cambro.com](http://www.cambro.com)



[www.webstaurantstore.com](http://www.webstaurantstore.com)



[www.carlislefsp.com](http://www.carlislefsp.com)

Search: insulated beverage



[www.buddeez.com](http://www.buddeez.com)

This is a double-walled dispenser.



[www.igloocoolers.com](http://www.igloocoolers.com)

Igloo's website shows a lever-type spigot replacement part. Description states it fits all Igloo 2, 3, 5 & 10 gallon beverage coolers.



[www.rubbermaidcommercial.com](http://www.rubbermaidcommercial.com)

Search: insulated beverage



[www.amazon.com](http://www.amazon.com)

You may try searching for: lever spigot



[www.walmart.com](http://www.walmart.com)

Search: Mainstays 2-Gal Double Wall Dispenser

Some filtered water filling stores have a retrofit spigot with lever that may fit some insulated beverage dispensers that have a push-button spigot.

*This document with website hyperlinks may be found on our website: [www.ehinfo.org](http://www.ehinfo.org)*

# Pre-Packaged Food Items With Sampling

**County of Santa Clara Department of Environmental Health allows for the sale non-agricultural food products adjacent to Certified Farmers' Markets (CFM) provided that the following requirements are met:**

## Permit Requirements

- Every food facility booth shall not be open for business without a valid issued by the County of Santa Clara Department of Environmental Health.
- The permit **MUST** be posted in a conspicuous place in the food facility.

## Signage Requirements

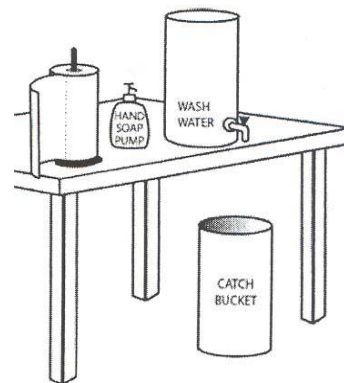
- The name, City, State and zip code, and telephone number of business and name of the permitted individual, if different from business name, shall be legible, clearly visible to patrons. The name shall be in letters at least 3 inches high; shall have strokes at least 3/8 inch wide; and shall be easily readable. Letters and numbers for address and telephone numbers shall not be less than one inch high.

## Food Handling and Storage-

- All food shall be from an approved source. No food or beverage stored or prepared in a private home may be offered for sale, sold, or given away.
- All sampling needs to be prepared in advance in an approved food facility.
- Cold potentially hazardous foods or beverages shall be maintained at or below 41° F.
- Hot potentially hazardous food or beverages shall be maintained at or above 135° F.
- During periods of non-operation, all food and equipment shall be stored in an approved facility.
- No cooking/reheating is allowed at or near food booths.
- Food contact surfaces shall be smooth, easily cleanable, and nonabsorbent. Do not use galvanized or enamel-coated cookware. All food related and utensil related equipment shall meet or be equivalent to approved applicable sanitation standards or approved by the County of Santa Clara Department of Environmental Health.
- All food and food containers shall be stored off the floor and either on shelving or pallets.
- Tongs, disposable gloves, or single-service tissue shall be used to serve food whenever practical.
- All food samples shall be protected from possible contamination by means of a sneeze guard or by use of an approved container with lid or by a method approved by this department.
- Smoking is prohibited at food booths/vehicles.

## Handwashing for Operators That Offer Food Samples

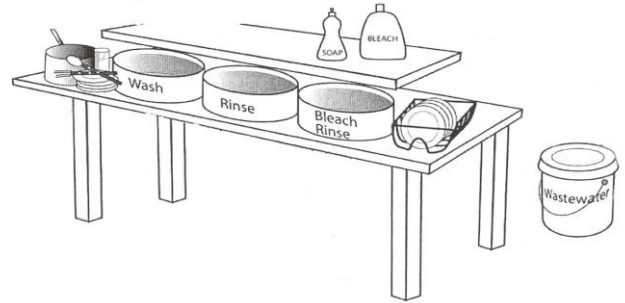
- Operators that offer food samples **MUST** provide handwashing facilities inside the food booth.
- All food handlers must wash hands frequently to prevent the contamination of food. This includes, but is not limited to, washing hands **BEFORE** handling food, **AFTER** visiting the restroom and **AFTER** using tobacco products.
- Each facility **MUST** provide a gravity flow handwashing set-up consisting of:
  - ✓ a container – 2 gallons or more – with a spigot that can lock in the open position,
  - ✓ pump soap,
  - ✓ paper towels, and
  - ✓ a catch bucket or tub for wastewater.
- Handwashing facilities **MUST** be checked frequently and refilled when needed.



## Utensil Washing and Sanitizing for Operators That Offer Food Samples

Operators that offer food samples **MUST** provide utensil washing and sanitizing facilities or use single use food utensils.

- Utensil washing set-up includes three containers filled with potable water. Each container **MUST** be large enough to accommodate the largest utensil to be washed.
  - ✓ *Container # 1 – WASH – with soapy water.*
  - ✓ *Container # 2 – RINSE – with clean and clear water.*
  - ✓ *Container # 3 – SANITIZE – with sanitizing solution. Replace water and add sanitizer whenever necessary.*
  - ✓ *Adequate space to air dry all utensils.*
- A sanitizing solution **MUST** be provided for cloths used to wipe spills on food contact surfaces. (*Sanitizing solution may consist of 1 tablespoon household bleach for two gallons of water for 100ppm chlorine concentration. Other approved sanitizers may be used.*)
- Maintain sanitizer test strips to check for the proper level of sanitizer.



## Wastewater

- Liquid waste shall be disposed of in approved liquid waste containers and then deposited into the sanitary sewer.

## Garbage and Refuse

- Garbage and refuse material shall be stored in leak-proof containers and be disposed of into dumpsters or garbage cans.

### ***PLEASE NOTE . . .***

**Food handled improperly or held at unsafe temperatures may be condemned or destroyed by the Department of Environmental Health.**

County of Santa Clara • Department of Environmental Health • Consumer Protection Division  
1555 Berger Drive, Suite 300 • San Jose CA 95112-2716 • 408-918-3400 • fax 408-258-5891 • [www.EHinfo.org](http://www.EHinfo.org)



## TOWN OF LOS GATOS

### PARKS RULES AND REGULATIONS

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#### **HOURS**

- Parks are open from 8:00 a.m. until one-half hour after sunset.
- Town trails are open from 7:00 a.m. to sunset (unless posted otherwise).

#### **RESERVATIONS ONLINE**

- Reservations must be completed online at [www.losgatosca.gov/parkres](http://www.losgatosca.gov/parkres) or in person at the Parks and Public Works Department by appointment only. Reservations by phone are not accepted.
- Reservations must be made at least 72 hours prior to the requested reservation date.
- Reservations are required for Oak Meadow Park (picnic areas #1-9), and the Town neighborhood parks (Bachman, Belgatos, Blossom Hill, La Rinconada, and Live Oak Manor).
- Reservations are not applicable to Creekside Sports Park.
- Reservations are confirmed once payment has been made online by Visa or MasterCard only.
- All credit card information is processed through a secure service and the data is encrypted for transmission. Credit card information is not stored in our reservation system.
- Single family areas are available in Oak Meadow Park on a first-come, first-serve basis, with a maximum of two tables allowed for a group of 25 or less.
- Changes to location and date of reservation can be made by contacting the Parks & Public Works Department.

#### **CANCELLATION REQUESTS/REFUND POLICY**

- If a reservation is canceled more than 5 days before the reservation date, a refund is available minus a \$25 non-refundable cancellation fee\*.
- If a reservation is cancelled less than five (5) days prior to the reservation date, no refunds are available.
- \*The 2.4% credit card fee is non-refundable for all cancellations and refunds.
- Cancellations cannot be done online. Customers must contact the Parks and Public Works Department to cancel a reservation.
- Reservation fees are non-transferable, assigned, or sublet.
- Refunds are processed by check only and are mailed within four (4) weeks of cancellation. No online credits are issued.

#### **RAIN POLICY**

- Full refunds are issued only in the event the park is closed due to inclement weather.
- A one-time rescheduling offer will be given if customer notifies the Parks Department within 72 hours of reservation.



### **PARKS SPECIAL USE PERMIT**

If you or your organization is planning an event in a park or trail it may require a Parks Special Use Permit approved by the Parks and Public Works Department. This process is not available through the Town's online reservation program.

A Parks Special Use Permit may be required for some of or all the following elements:

- Use of 3 or more sites and groups of 100 or more in Oak Meadow Park
- Groups of 25 or more at any of the Town's neighborhood parks
- Organized recreational/class activities
- Runs, weddings, etc.

Parks Special Use Permit Application **must be submitted sixty (60) days prior to event**. Permits cannot be transferred, assigned, or sublet.

### **CATERER/VENDOR REQUESTS**

- Use of caterers and/or vendors MUST be requested **no less than thirty (30) days prior to the scheduled event** and are subject to approval.
- Permit holder must provide a list of any vendors **at least 30 days prior to the event**.
- All vendors must park on the street or in designated parking lots. (Town Code Section 19.10.035.)
- If approved, the caterer and/or vendor **must** submit the following, **no later than fourteen (14) days prior to the scheduled event** to the Parks and Public Works Department:
  - Proof of Town of Los Gatos Business License
  - Certificate of Insurance per the Town of Los Gatos Insurance Requirements
- I/we agree to require any vendor to indemnify the town of Los Gatos, its elected and appointed officials, employees, and agents (the "Town") and to provide the following insurance with endorsements listing the Town as an additional insured and stating that the insurance is primary with regard to the Town.
- Permit holder is responsible for cleanup after the event. If the Town is required to do cleanup after the event, the permit holder will be invoiced for the Town's costs. (Town Code Sections 19.10.025, 19.30.025.)
- Mobile game trucks and inflatable games (i.e., bubble soccer, hamster ball, etc.), petting zoos, and pony rides are **NOT ALLOWED**.
- Unauthorized caterers and/or vendors will be removed from the park.

### **JUMP HOUSE**

- Jump houses are allowed in select parks, group areas, and picnic areas for an additional fee and require a park reservation.
- Jump houses can only be rented from companies that have an approved Town of Los Gatos Business License and Certificate of Insurance naming the Town as additional insured. The following jump house company is pre-approved and are subject to change.
  - Astro Jump – 408-292-7876
  - Jumper House Party – 650-740-3555
  - Rocket Jumpers – 408-603-6704
  - TJ’s House of Bounce – 408-334-7135
  - Bounce Bay Area – 408-809-1309
  - Yoyo Jump – 408-471-9696

The Town of Los Gatos has no affiliation with bounce house vendors and does not recommend one over the other. The Town recommends customers research the vendors, their fees, services, and reputation before entering a contract.

- Jump houses must be placed a minimum of 60 feet from the residential fence line.
- Jump houses are allowed at the following neighborhood parks:
  - Bachman
  - Belgatos
  - Blossom Hill
  - La Rinconada
  - Live Oak Manor

### **JUMP HOUSE**

- Jump houses are not allowed in or near the following areas in Oak Meadow Park:
  - Single family areas
  - Playground area
  - Picnic Areas #1, #2, and #7
- Jump houses with water features are NOT allowed.

### **VEHICLE ESCORT**

- Vehicle escorts may be requested for caterer and/or vendor requests only.
- Vehicle escorts are allowed in select parks, group areas, and picnic areas for an additional fee and require either a parks reservation or Parks Special Use.
- Vehicle escorts are not permitted at Oak Meadow Park, area 1, 2 & 7.
- Vehicle escorts are limited to one vehicle only (one entry and one exit in the park). No multiple vehicle escorts allowed.

PARKS RULES AND REGULATIONS

- Parking is allowed only in designated parking lot spaces.

**ALCOHOL**

- Beer and wine are allowed with food and must not leave the picnic area.
- No hard liquor is allowed.

**BARBECUES**

- Barbecuing is not allowed one hour prior to sunset.
- Personal/portable barbecues (gas only) are only allowed in reservable picnic areas, as well as existing and designated barbecue areas in the following parks:
  - Blossom Hill Park (located near Baggerly Field and restroom)
  - La Rinconada Park
  - Oak Meadow Park (located in Picnic Areas 1 through 9 and the single-family area closest to the playground)
- Charcoal is only allowed in the large barbecue pits located in reservable picnic areas, as well as existing and designated barbecues in certain parks indicated above.
- Allow fires in barbecue pits to burn out. Do not use water as it will damage the grill and barbecue pit.
- Barbecues are not allowed in the following parks or fields:
  - Bachman Park
  - Balzer Field
  - Belgatos Park
  - Blossom Hill Park (Group Area only)
  - Live Oak Manor Park
  - Pageant Grounds Park
  - Town Plaza
  - Howes Play Lot
  - Oak Hill Play Lot

**DECORATIONS AND SIGNS**

- Tacks, nails, and staples may not be used on tables and trees for decorations and signs.
- Decorations must not interfere with other picnic areas and must be cleaned up and removed before leaving the park.
- Directional signs may be posted within picnic area or group area only and must be removed before leaving the park. Posting of these signs at the front entrance (curb, gutter, fence, and sidewalk) of the park is prohibited.

## **DOGS**

- Town Code Section 4.40.005 - Restraint of Dogs: The owner or person with the right to control any dog shall keep such dog under his or her own physical restraint by means of a leash not to exceed six (6) feet in length.
- Pet owners are required to clean-up after their pets.

## **SETUP AND CLEAN-UP**

- Customer is responsible for the general setup and clean-up of the reserved group and picnic areas.
- Clean-up includes the removal of all food, decorations, directional signs, and equipment. Trash and recycle receptacles are located in each area. Customer or park visitor shall provide means to clean up area, including extra trash bags. Customer will be charged for additional clean-up.

## **SMOKING**

- Smoking and electronic smoking devices are prohibited in all parks and trails.

## **SOUND**

- Loud music is prohibited at all times.

## **MISCELLANEOUS**

### **Allowed:**

- Volleyball and badminton nets
- Canopies - no more than two 12' x 12' in each area
- Portable music devices
- Portable pickleball nets

### **Not Allowed:**

- Egg toss, piñatas, water balloons, confetti, and rice
- Hover boards and skateboards
- Radio controlled airplanes, helicopters, and drones
- Water slides and Slip 'N Slides
- Organized sports without Parks Special Use Permit