

KINGSVILLE FARMERS MARKET RULES & REGULATIONS

Please read these rules and regulations carefully before signing below. Keep a copy for your records – these rules are a part of your agreement with Kingsville, Texas Farmers Market (hereinafter “the Market”). Please return a signed copy of the Vendor Application & Signature Page only. Failure to observe these rules and regulations may result in suspension or termination of the undersigned (“Vendor”) Market participation. If you have questions regarding these rules, contact the Market Manager.

The Market operates under the supervision of the board, which is comprised of volunteers working together to increase access to locally produced goods and artisan crafts for those individuals who live and work near Kingsville, Texas. A list of board officers and members can be provided upon request.

The Market will not discriminate based on race, color, religion, sex, age, disability, or sexual orientation.

I. Market Location and Time

315 N. 6th St., Kingsville, Texas
Fourth Saturday of Every Month, 9-Noon

II. Vendor Membership

- a. All vendors must be members of the Market unless special permission is granted by the Board. Member should retain a copy of the rules and regulations and should keep that in their possession each time they set up at the Market.
- b. No vendor shall have the right to sub-lease, sell, transfer, or permit any other vendor to use their membership.
- c. Securing a sales tax permit and reporting sales tax is the responsibility of the member.
- d. Vendors must comply with all government rules and regulations.

III. Governance by Market Board

- a. The Market Board will seek to maintain a vendor distribution with appropriate numbers of producer vendors in a variety of categories in order to best serve the needs of the community.
 - 1) Fruits / Vegetables
 - 2) Eggs / Meats / Fish / Cheese
 - 3) Plants / Cut Flowers
 - 4) Baked Goods / Jams / Jellies
 - 5) Honey / Herbs / Soaps / Candles / Other
 - 6) Prepared Foods
 - 7) Artisan Crafts
- b. Vendor spaces may be reserved for use by non-profit organizations and groups as approved by the Market Board.
- c. Day to day management of the Market will be the responsibility of the Market Manager.
- d. Grievance Procedures
 - 1) The Market Board will be responsible for enforcement of the rules. Any formal complaints or grievances should be submitted in writing to the Market Manager or to a member of the Board Committee.
 - 2) Decisions of the Market Board are final as to all matters involving the operation of the Market.

Retain for your records

IV. Product and Sales Regulations

- a. Participation in the Market requires the submission of an application as well as approval by the Market Board.
- b. All products and produce sold by producers must be produced or grown by the individuals, families, groups or farms. Products made from grown produce and animals are allowed such as baked goods, cheese, jams, jellies, soaps, oils, condiments, etc.
- c. In addition to agricultural, horticultural, and food items, non-edible products may be sold at the Market such as dried flowers, dried flower arrangements, vine wreaths, gourds, body care products, beeswax candles, and locally made artisan craft goods and art.
- d. Consignment selling is permitted whereby a vendor (grower or producer) consigns his product / produce to be sold by another vendor, provided produce / products are grown / processed as defined above.
- e. Only those items approved from vendor application may be sold. Vendors must notify the Market in writing of any proposed changes before bringing previously unlisted items to the Market.
- f. The Market Manager has the discretion to make allowances or exceptions for the sale of items not listed on a Vendor's confirmation letter, and / or the sale of non-resident products (items not made or grown locally) based on the potential benefit that doing so would add to the overall appeal and attractiveness of the Market. Exceptions may include food and drink items sold by food service vendors.
- g. Vendors are responsible for conforming their products or produce to applicable USDA standards and guidelines.
- h. The Market reserves the right to inspect or spot-visit any farm or establishment that is the source of any items sold or distributed at the Market, with advance notice if possible, as necessary throughout the season.
- i. Produce offered for sale must be grown, harvested and cared for post-harvest to assure customers receive fresh, high-quality fruits and vegetables. Culls and produce with only a limited shelf-life remaining, which may be useful for processing (e.g., sauces), must be labeled as such. The Market Manager may require the Vendor to remove poor quality produce. It is hereby acknowledged that the undersigned Vendor is solely responsible for the quality and removal of unsalable goods.
- j. All produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension or termination from the Market.
- k. Vendors selling processed food must be certified through the Texas Department of State Health Services as either a home-based processor or home-based microprocessor. A copy of the food handler's card must be provided to the Market Board and displayed by the vendor at the Market.
- l. Vendors will determine their own pricing. Vendors are expected to refrain from engaging in the systematic or deliberate underselling of other Vendors.
- m. No live animals may be sold at the Market.
- n. No drugs, alcoholic beverages, or tobacco products may be sold or used at the Market.
- o. Rules and Regulations may be amended or revised from time to time by the Market Board or Market Manager. Revised copies will be made available upon request.

Retain for your records

V. Rules of Operation

- a. The Market will open for business at 9:00AM the fourth Saturday of each month. Vendors should arrive prior to time and be set up and ready to sell at opening. The Market will close at 12:00PM. Vendors must vacate the premises within one hour of market closing.
- b. Vendor booth assignments are made by the Market Manager. Preferential booth assignment is given based on producer seniority and reliability.
- c. Vendors are expected to furnish their own tables, chairs, and any other equipment needed to operate their booth.
- d. Vendors will maintain their booth until the pre-determined time of closing and will not engage in selling prior to Market opening or after Market closing.
- e. Vendors will operate their stands in a safe and sanitary manner, arrange their tables to create an attractive display, keep their areas clear of debris, and keep edible products off the ground.
- f. Vendors must be honest and courteous at all times. Disagreements with other vendors, the Market Manager, Board, or customers must be handled in a respectful manner.
- g. Vendors are individually responsible for conforming to all city, state, and federal laws, including the securing of any licenses or certifications required for the operation of their Market space and for the items they sell or distribute at the Market. Vendors selling non-consumable items will comply with and satisfy their sales tax obligations.
- h. Vendors will clean their sales area and take home all refuse at the end of each market day. Vendors selling readily consumable items (all prepared food vendors) must provide a waste receptacle for used wrappers, napkins, cups, etc.
- i. Vendors who cannot attend the Market on any particular market day are expected to notify the Market Manager by noon of the prior business day. Absences without notice may result in space reassignment or termination from the Market.
- j. At the end of each market day, we need to keep an estimated tally of total market sales. Sales disclosure is not mandatory for vendors; however, any information collected will help our market keep tabs on sales and get a better sense of the Market's financial health throughout the season. Voluntary sales disclosures from individual vendors will be kept confidential and will not be shared outside of the Market Board.

VI. Release and Indemnification

- a. As a condition of participating in the Market, the undersigned vendor on behalf of themselves and their company and all its employees, subcontractors and agents, recognize, acknowledge and agree that they, both individually and collectively, are solely responsible for their wares and conduct and agree to release, hold harmless, defend and indemnify the Market, the Market Manager, the Market Board Members acting in that role, and its officers, members, and agents [collectively referred to as "the Protected Parties"] from and against all liability, claims, demands, losses, damages, costs, expenses (including attorney's fees), fines, judgments, and penalties arising from Market participation.
- b. If any of the foregoing provisions should at any time be held unlawful, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.

Please keep a copy for your records and return only the Vendor Application & Signature Page

Kingsville Farmers Market

Vendor Application & Signature Page

Applicant Name Business / Farm Name

Address

Phone Email

Proposed items for sale (include photos of non-food / unique items for reference):

Emergency Contact

Name Relation to Applicant

Phone Address

By signing below, the Vendor acknowledges that this application does not automatically reserve a Market space, but may place them on a waiting list based on space availability within a product category. Additionally, the Vendor's signature below indicates that Vendor has read and understands the Kingsville Farmers Market Rules and Regulations and any violation of such may result in loss of rental privileges. Vendor acknowledges that such Rules and Regulations may be amended from time to time and agrees to abide by the terms of any such amendments and acknowledges that violation of such amended Rules and Regulations may result in loss of rental privileges. Vendor's signature also indicates agreement with the terms of the Hold Harmless, Indemnification and Copyright Agreement below.

The Vendor acknowledges that if this application is granted approval and signed by a Board Officer or Market Manager that it will serve as a binding contract for the season dates noted under the approval. Subsequent seasons would require a new application/ contract agreement.

Hold Harmless / Indemnification / Copyright Agreement

Vendor shall indemnify and hold harmless the Kingsville Farmers Market Manager, Officers and Board from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney’s fees for trial and on appeal, of any kind or nature arising out of or in any way connected with this Contract or Vendor’s use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor’s goods. The Kingsville Farmers Market Manager and/ or Board are in no way responsible for any lost or stolen monies or items.

Vendor assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devised, processes, or dramatic rights used on or incorporated in the conduct of any Vendor at or related to its operations at the Market; and Vendor agrees to indemnify and hold harmless the Kingsville Farmers Market Manager and/ or Board from all damages, costs and expenses in law or equity for or on account of any patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by Vendor in connection with this Agreement and will defend the Kingsville Farmers Market Manager and/ or Board from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Kingsville, Texas and shall be construed in accordance with the laws of Texas for any action arising from this Agreement. This Agreement may not be modified or amended except by a writing signed by the parties.

By signing below, the applicant acknowledges receipt, understanding, and compliance with the Rules & Regulations and Hold Harmless / Indemnification / Copyright Agreement.

Applicant Signature Date

Please sign and return only the Vendor Application & Signature Page via email kingsvilletexasfarmersmarket@gmail.com or deliver to any board member at the market.

Internal Use Only:

Application Acceptance Date Approving Board Member