

F2M Texas/Texas Farmers' Market Rules & Procedures for Participation

Texas Farmers' Market rules are subject to change by TFM leadership at any point within the market year

Revised: March 2018

Effective: April 1, 2018

About:

Mission

Texas Farmers' Markets are organized under F2M Texas, a 501(c)4 nonprofit corporation centered around hosting and educating Central Texas producers and consumers to grow a sustainable food system.

Operations

Texas Farmers' Market at [Lakeline](#), 11200 Lakeline Blvd., Cedar Park, TX 78613: (Saturdays) 9:00am - 1:00pm

Texas Farmers' Market at [Mueller](#), 4209 Airport Blvd, Austin, TX 78722: (Sundays) 10:00am – 2:00pm and (Wednesdays): 5:00 – 8:00pm

Vendor Categories:

Agricultural Producer:

-Produce that has been grown on the producer's land (including leased land) located within 150 miles of the market attended

-Meat (excepting fish, fowl and feral animals), that is from animals born and bred on the producers' land (including leased land) and processed at a USDA inspected facility as well as processed meat products such as bacon, jerky and sausage, or products such as eggs, cheese, yogurt, honey, soap or yarn from these animals

-Examples: Farmers, Ranchers, Beekeepers

Value-Added:

-Culinary products from any operation that has changed the form, flavor, blend and/or the substance of raw products using as many market products as available, preference given to those vendors who use local products. Organic ingredients must be incorporated when available. Commercial kitchen must be within 150 miles of the market attended. Value Added vendors operate under a Class A or B City of Austin Farmers' Market Permit or as Cottage food producers

-Examples: Salsa, Hummus, Cider, Dog Food, Baked Goods, Herbal products

Prepared Food:

-Vendors offer freshly made food and drinks available for sale and immediate consumption on-site at TFM. These products may be hot or cold ready-to-eat foods or drinks under a Class C City of Austin Farmers' Market Health Department permit. Products must use as many market products as available, preference given to those vendors who use local products. Organic ingredients must be incorporated when available. Commercial kitchen must be located within 150 miles of the market attended.

-Examples: Waffles, Brisket, Iced Beverages

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Artisan:

-Materials from outside the area of the farmers' market when integrated with other local products or created by a local artisan located within 150 miles of the market attended.

-Examples: Beauty and skincare products, jewelry, art, ceramics

Healthy Living:

No physical products sold. Fitness, wellness and other vendor types that do not fit within the traditional boundaries of the vendor listings above. Not a common vendor type, please check with Executive Director before applying under this category.

-Examples: Workout and fitness-based businesses, chiropractic care

Nonprofit:

Non-profit, non-partisan organizations may apply for complimentary booth space at any market based on availability. No fundraising allowed at markets and no sales activities allowed.

-Examples: Pet adoption groups, voter registration, blood drives, Girl Scouts

Other Definitions

Producer-only farmers' market: A market at which vendors, their family members or their employees are permitted to sell direct to consumer items which they have themselves produced

Reselling: Buying and reselling any item without additional ingredients or modifications to the existing product. Example: 1) farmer selling fruit or vegetable grown by another person or from a wholesale outlet. 2) purchasing balsamic vinegar and repackaging/labeling as your own product. What is acceptable is infusing, blending or adding other ingredients to make it your own

Co-packed Item: An item that is prepared, packaged and/or labeled by another entity with your recipe and/or products from your farm or ranch

CSA: Community Supported Agriculture: created so a farmer could sell "shares" of their crops and the CSA customers could support that farmer through hard times and benefit through bountiful ones. The farmer has a better idea of how much to grow, he gets his money in advance and has customers for the season. Our markets have agreed to be distribution points for CSAs. Items that are not the farmer's products may be included when items come directly from market vendors, but in no other circumstance

Dumping: Selling at substantially less than market averages

Seasonal Producer: An agricultural producer that does not grow & harvest year-round

Specialty Producers: A producer that offers items not usually grown within the 150 mile radius but a relative or agent brings the items to market. Example: Citrus from South Texas that is to be sold by the grower or his/her employee or family member

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Vendor Fees:

Application Fee: A one-time application fee which applies to vendors new to the market

-Must be paid prior to consideration of vendor application

-Non-refundable to ineligible vendors whose ineligibility resulted from stated market rules

-Fee:

- Agricultural Producer: \$25
- Other Vendor (Value-added, Prepared Food, Artisan, Healthy Living): \$75

Annual Membership Fee: An Annual Membership Fee is due on or before first market date in April

-Annual Membership Fees will be prorated according to which week a new vendor joins the market

-Vendors must resubmit a new, updated application each year, along with annual membership fees. At this time, copies of permits, insurance, and any other documents deemed necessary will be requested and collected

-Vendors who join (or reapply to join) the market will be expected to review, sign, and comply with updated market rules and readmission to market each April is not guaranteed

-Fee:

- Agricultural Producer: \$150
- Other Vendor (Value-added, Prepared Food, Artisan): \$185

Booth Fee: A fee paid each market day for one 10x10 booth space at any Texas Farmers' Market

-Due before or by end of market day

-Fee:

- Agricultural Producer: \$45*
- Value-Added Vendor: \$55
- Prepared Food and Artisans**: \$65
- Healthy Living Vendor: \$75

* Mueller Wednesday market launching May 2018 will offer a discounted Agricultural Producer rate of \$35 for the first six months of market operations. TFM management will reevaluate this discount on November 1, 2018.

**Artisans who wish to pay the annual association fee may do so to receive discounted weekly fees of \$55 per market day, but attendance will be strictly enforced. If an Artisan vendor who pays the association fee misses more than 10 market days, they will forfeit the discounted weekly fee and no association fee funds will be returned.

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Equipment Rental: A rental of market equipment from TFM

- Full set up includes canopy, weights, table and staff setup and teardown
- Generators (includes gas) and weights are also available for rent
- Incomplete set ups (one table, or borrowing of miscellaneous TFM supplies) may incur a full rental fee
- Equipment is rented to vendors on a first-come, first-served basis
- Fee:

- Equipment Rental: \$30
- Generator: \$25
- Weights: \$5 per weight
- Gas: \$5

Rear Space Set Up: An additional 10'x10' space set up behind their booth used for CSA pick up

- Rear spaces may not be used as a selling space

-Fee:

- Rear Space Set Up: \$15

Booth Sharing: A weekly rate charged to vendors sharing one booth for the following vendor types only

- Annual Membership Fees are required from each vendor
- Each vendor is required to fill out a complete application and follow all other market rules
- Fee:

- Agricultural Producer: \$80
- Value-added: \$110
- Artisan: \$120

Market Rules:

Applicants

1. All **invitations to sell at any market** are at the discretion of the Executive Director
2. Submitting an application and paying the application fee **does not guarantee admittance** into the market

All vendors

3. **Market rules** must be read and acknowledged via the Testimony and Hold Harmless Agreement for each person working in the booth before vendors attend any market
4. Copies of all proper **permits, certifications, licenses**, etc. must be received by TFM before a vendor can attend any market
5. New **agents hired at any time** must agree to comply with all market rules by carefully reviewing this document with owner and signing hold harmless

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6. Existing vendors are not guaranteed a continued space and may be removed as a vendor upon resubmission of application or any time during market year at the Executive Director's discretion. Annual Membership and Weekly Booth fees will not be refunded for any reason
7. There is no guarantee of exclusive category for any vendor
8. A **\$1,000,000 general liability policy** is required of all vendors to cover them in the event of an accident or foodborne illness at market, a certificate of insurance is required for each market attended that lists the market's full name and physical address (found on TFM website)
9. **New items** (not included in the most recent application) must be submitted in writing via email and approved by the Executive Director or Director of Operations before sold at market
10. All items sold at market must be **grown/prepared by the vendor within 150 miles of the market** unless a different arrangement is agreed upon by Executive Director, exceptions include Gulf seafood since there is not an ocean within 150 miles
11. **Laws, regulations, and rules put forth by the federal, state, city, or county government** must be followed by all vendors
12. **Re-selling** of any products or goods is prohibited (food vendors may blend or infuse products to make a final product of their own)
13. Markets operate year-round, rain or shine. Vendors should prepare for all types of **weather** including cover for rain or sun and weights for winds. No refunds or discount in fees will be given in the event of inclement weather or lack of business due to the weather
14. Vendors are expected to be **absent** for no more than 10 days for each market they attend in the calendar year. If Christmas Eve or Christmas Day falls on a market day, closures will occur. The market will be closed the Saturday after Thanksgiving. If a market is not designated as closed on a **holiday**, all vendors are expected to attend or submit timely notice of absence. Vendors who exceed 10 absences, without prior consent from Executive Director and Operations Director, forfeit the association discounted weekly fee rates and will be subject to higher weekly booth fees
15. Vendors not attending a market must submit **notification of absence** to the Director of Operations via the [Not Coming + Equipment Rental Form](#) no later than end of day Thursday before weekend markets and end of day Monday for Wednesday market. This link is emailed to vendors weekly and is also always available on the [Texas Farmers' Market Website](#) on the [Vendor Quick Links](#) page
16. Vendors wanting to **rent equipment or rent more than one booth space** must follow the same procedure for absence as listed above. Vendors renting equipment must be responsible for the equipment throughout the market, as well as one hour before and after. Vendors renting generators must return to the information booth at close of market to prevent theft
17. Vendors must be **set up & ready to sell** no later than 15 minutes before market open. No driving within market boundaries is permitted 30 minutes before market open
18. Vendors must park in designated vendor **parking** or in outlying areas. Vendors may not park in customer parking for any reason at either market
19. Vendors may not **break down** before end of market even in the event the vendor has sold out. Tables, signage, tablecloth etc. must remain set up in booth space until end of market. Vendors must break

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- down promptly at market close. No driving within market boundaries is permitted until 15 minutes after the close of any market. Lakeline vendors may not drive over curbs at any time for any reason
20. A booth space constitutes a **10'x10' space** using straight-legged canopies. Vendors cannot reserve more than 2 front facing spaces. Merchandise must be restricted to within the designated booth space and signage must not impede flow of shoppers between booth spaces
 21. 30 lb. **weights** must be securely affixed to each canopy leg at all times. Weights should be set up in a way to avoid injury to any person. The Market reserves the right to take down any canopy at the market at any time
 22. **Smoking** is not permitted in market territory. Vendors must leave market boundaries so that smoke does not reach shoppers or other vendors. Cigarette butts must be properly disposed of
 23. Only **generators** at or below a decibel level of 60 are permitted at the market to minimize noise pollution
 24. **Only owners or agents** (family member, employee) may sell at market. Agents must be knowledgeable, communicative, and project a professional presence at market and must have worked at or visited the farm, ranch, commercial kitchen or studio of the producer
 25. **Branded merchandise** such as t-shirts, bags, caps, towels, aprons must be made and printed in the U.S.A.
 26. Vendors must transport **trash and recycling** offsite, no dumping or usage of market dumpsters allowed. Vendors must completely clean their booth space at the end of market. Vendors who provide samples or prepared food must provide trash receptacles at their booth. Ice and water brought to the market should not be discarded on site
 27. **Booth locations** are subject to change. Vendors' booth locations may change week-to-week and vendors are expected to exercise flexibility in the event of relocation
 28. Vendors may not bring **pets** to the market unless they sell pet products, use a service animal, or it is previously agreed upon by the Executive Director
 29. Vendors must display **signage with prices and vendor information**. Vendors should keep prices fair and reasonable, **no dumping**. Signage should clearly identify family name and/or the name of their farm/business including the city, town or county where production occurs, as well as Sales Tax Permits and Certificate of Registration for Weights and Measures where applicable
 30. If a vendor dumps unsold inventory at any market he/she will be warned once. A second violation may result in loss of market privileges
 31. **No printed materials** may be distributed as we strive toward operating a zero-waste market. Vendors are encouraged to share information with shoppers by asking them to take a picture of a sign displaying the information, or to add their email to a mailing list to receive the information electronically
 32. Vendors must **report Estimated Sales** (daily gross sales) to market staff each market day. Data is kept anonymous but required for market analysis and grant reporting
 33. Intoxication from **alcohol or illegal drugs** will result in vendor expulsion from the Market
 34. Vendors are required to comply with state and federal laws concerning **firearms** and may not openly display firearms while selling at the market

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35. Vendors must contribute to **accessibility** at the market by clearing a fire lane and maintain an ADA pathway
36. No **disruptive or aggressive marketing** is permitted at market
37. F2M TEXAS and/or any **Texas Farmers Market is not responsible** for product liability, fines, penalties or the paying of sales taxes for individual vendors
 - a. 0.0825 of the total taxable sale must be paid in **Sales Tax to the City of Austin** where applicable
38. **Discrimination** in any form is prohibited. Discrimination is the treatment or consideration of, or making a distinction in favor or against, a person based on the group, class, or category to which that person belongs, including but not limited to race, color, national origin, age, disability, economic class, sex, gender expression or sexual orientation
39. **Harassment** based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment
40. **Other standards and conduct:** Vendors should be knowledgeable about products, how they are used, grown or produced and be able to communicate these things clearly to the customers. Products should be displayed in a sanitary, presentable and attractive manner. Vendors are expected to be courteous, professional and presentable at all times. Inappropriate language or behavior, clothing, harassment or abuse toward anyone at any market will not be tolerated and may be reason for expulsion

All Food Vendors

41. All food vendors must comply with Federal, State, Austin and Travis County **Health Department rules**
42. No **plastic sampling spoons** are allowed. Wooden or compostable spoons may be used instead
43. **Co-packed items** are not allowed for sale (farmers and ranchers exempt if item is produced by vendor, to be determined on a case by case basis by TFM management)
44. **Follow labeling requirements from the State of Texas**, which state all food items must be clearly labeled and include: 1. Contact information: address, phone # and/or email address 2. Contents: Name of item should include common and usual name 3. List of ingredients according to weight. 4. Eight common allergens. **Cottage law vendors** must indicate on product labels this statement: This product is not inspected by any state of Texas or local health department. Find detailed information here: <https://www.dshs.texas.gov/foods/labeling.aspx>

Agricultural Producers

45. Agricultural Vendors are subject to **farm/ranch inspections** by TFM management with up to two other participating growers/producers if deemed necessary. Refusal of inspection will result in termination of selling privileges
46. **Cooperative selling** is acceptable if the co-op is a legal entity and not competing with a current vendor. The Executive Director and/or the Director of Marketing and Agriculture must inspect each farm or ranch, each entity is required to pay a full Annual Membership Fee, and transparent signage should be

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plainly visible at market. A mileage fee of \$1.00 per mile will be paid to the applicable TFM staff member for plural farm/ranch inspections

47. Vendors must display current Organic Certification when **promoting products as organic**. Claim of organic status may not be posted or used in promotion of the product, farm or ranch without proof thereof. [Learn more here](#).
48. **Producers may offer value added items** made from producers' own vegetables, meat, fruit, milk, etc. but must first notify Executive Director of intent to sell product at any market and acquire any necessary state and local permits
49. **CSA distribution** is allowed by farmer or rancher at market only if the boxes include product the vendor has produced. Any new products to be delivered at our markets as part of a CSA must be pre-approved by the Executive Director and permitted or licensed appropriately. Pickup locations other than TFM markets will not be promoted

Farmers

50. A farmer using **synthetic chemicals or dusts** on his/her crops must be completely transparent with this information to shoppers. In the event of dispute, a written statement must be submitted to the Executive Director via U.S. mail. The Executive Director may decide to inspect the farm with a certified organic farmer/s and create a final opinion regarding the treatment of the farm and subsequent action toward vendor
51. Vendors must grow or produce the products sold and maintain high quality standards throughout the season
52. **Off-grade or seconds or storage vegetables** must be labeled as such. TFM leadership may insist on removal of poor quality items
53. **Nursery-Only Vendors** must sell only cut flowers, potted plants, trees or nursery starts that are grown from seed, plug, cutting, bulb or bare-root by the seller. No resale of plants is allowed. Any business that grows or distributes plants with the intent to sell in [temporary](#) markets or at a temporary location needs a Nursery Floral License Class M and an Event Permit for each event. More information here: www.texasagriculture.gov/RegulatoryPrograms/PlantQuality/NurseryFloral.aspx

Ranchers

54. A producer selling any **meat claiming hormone and/or antibiotic free and/or grass fed** must have raised the animals from the ranch herd from birth (excepting poultry or wild, feral animals) or provide a certified letter from seller that animals have been hormone and antibiotic-free and/or grass-fed since birth and/or weaning. Further, it is preferable that the animals are born and raised completely on the producer's property from ranch herd of mother animals
55. If the producer does not have the capability of raising animals in the fashion described above, the producer must be completely transparent with shoppers and management of the market about **where the animals originated** if allowed to sell at the markets by the Director of Agriculture and the Executive Director

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56. **Wild fish** (from the Texas Gulf coast or Texas lakes) **and feral animals** (harvested from within the 150 mile radius of the market and slaughtered under all applicable regulations) are acceptable. TFM requires copies of all relevant permits from city, county, state and federal permitting agencies

Value-Added Vendors

57. **Local farm or ranch ingredients** must be incorporated when available and in season. Receipts must be shown as proof as requested by Executive Director

Artisans

58. Artisans will be **subject to a jury** of their product by the Executive Director and/or the appointed TFM team member before being allowed to sell at any market. The Executive Director or the TFM team member have the right to review any merchandise for sale at any market at any time. Inspection of artisan studios may be required. Photos of the work must be submitted with the application

Violations and Fines

Violations

Violations of market rules will result in prompt corrective and punitive action. This process is generally constituted by the following steps: 1) verbal warning, 2) written warning, 3) fines, 4) additional fines or suspension/expulsion from market, but is subject to variance on a case-by-case basis

Fines

Late or No Notice of Absence: Full booth fee + \$25 penalty

Late Payments: \$15

Late to Market/Not Ready to Sell: \$15

Parking Violation: \$30

Using Market Trashcans or Dumpsters: \$30

Incomplete Equipment Set Up (weights): \$30

Prices Not Displayed: \$30

Bringing Items Not Pre-Approved: \$30

Incorrect Labeling: \$15

Driving into the Market During Prohibited Times: \$30

Tearing down Table, Tablecloth and Signage Before Market Close: \$15

Returned Checks: \$40 + checks will no longer be accepted from that vendor

Damage to Rented Equipment: If rented equipment is damaged in the possession of the vendor regardless of whether it was accidental, weather related, or beyond the control of the vendor, the vendor must replace it with equipment of equal or greater value and caliber or pay for replacement cost of the exact same brand and item purchased new

TFM Governance

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Market Coordinators: Market Coordinators are an authority on matters regarding operations at market and should be acknowledged by vendors as official decision markers in the event of an issue arising onsite until another member of TFM leadership can be reached

TFM Advisory Panel: The TFM Advisory Panel serves all markets by advising the Executive Director or Director of Operations on decisions affecting vendors operations or other efforts. This panel is voted upon by market vendors themselves to represent them and their interests with TFM leadership

TFM Governance- continued

TFM Board of Directors: The TFM Board of Directors are authorities on organizational policy and procedure and responsible for approving and finalizing market budget, rules and decisions as required

Onsite Resolution and Grievances

Onsite Resolution: TFM will make every effort to reach a resolution in the event an issue arises. At market, Market Coordinators are the first step in resolving issues. Please locate a Market Coordinator and discretely inform them of the issue at hand. Market Coordinators may be able to resolve the issue immediately, or they may choose to gather information to deliver to the Director of Operations for further consideration. Vendors must abide by the final decision of the Market Coordinator or Director of Operations unless TFM leadership has officially designated a postponement of decision making

Grievance Process:

1. A vendor should send written statement of the grievance to the Director of Operations within ten (10) days of an incident. The Director of Operations shall use best efforts to resolve the grievance within five (5) working days of receiving the written statement. At the end of this time period, the Director of Operations shall issue a written response via email to the grievant with either the resolution or next steps if additional time is needed to address the issue. The Director of Operations shall issue a final written response to the grievant via email within thirty (30) days of the initial complaint
2. If unsatisfied by the Director of Operation's response, the grievant can appeal to the F2M Texas Executive Director. A written statement of the grievance should be submitted via email to the Executive Director within three (3) working days of the Director of Operation's response. The Executive Director will use best efforts to resolve the grievance within five (5) working days of receiving the written statement. At the end of this time period, the Executive Director will send a written response via email to the grievant with either the resolution or next steps if additional time is needed to address the issue. The Executive Director will issue a final written response to the grievant within thirty (30) days of the appeal via email.

TFM Market Rules must be acknowledged by all vendors and agents who will be representing any vendor by signing the Hold Harmless