# 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.*
Last Revised: April 1, 2020

## 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

## 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.

-Foraged and wild-crafted items where the producer responsibly wild harvests a raw agricultural product from their own land, leased-land or public land (where foraging is allowed) and packages the item(s) with minimal additional ingredients. Example products include yaupon tea, chile pequin, henbit or ramps.

All agricultural producers must maintain least 50% of products/items sold at market comprising their own agricultural products to maintain this vendor category.

-Examples: Farmers, Ranchers, Beekeepers, Foragers

**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 & Treats, Baked Goods, Herbal products

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

**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 B 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

**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, nutritional services, 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.

**Other Definitions-continued**

**Seasonal Producer**: An agricultural producer that grows only agricultural products that are not possible to grow year-round and are highly seasonal. An example would be a farmer only growing peaches.

**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.

## 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
- Associated Artisan: $55*
- Prepared Food: $65
- Associated Healthy Living Vendor: $65*
- Unassociated Artisan: $65*
- Unassociated Healthy Living Vendor: $75*

*Artisans and Healthy Living Vendors who wish to pay the annual association fee may do so to receive discounted weekly fees as indicated in the above price structure, but attendance will be strictly enforced. If an

Artisan or Healthy Living 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.

**Vendor Fees-continued**

**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: $100
- 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.
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, will be subject to higher weekly booth fees, and risk being expelled from market.
15. Vendors will be afforded 2 Unpaid Absences per market year. Unpaid Absences are not liable to pay late-call-out fees or vendor fees for those weeks. Unpaid Absences are reserved for weeks in which vendors face issues that are out of their control, ie: sickness, injury, natural disasters, etc. Unpaid Absences cannot be used for No Call, No Shows. Unpaid Absences are determined eligible or ineligible solely at the discretion of the Executive Director and/or Director of Operations. Unpaid Absences count towards total absences for the year.
16. 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.
17. 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.

18. 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 and until 15 minutes after the close of market.
19. Vendors must park in designated vendor **parking** or in outlying areas. Vendors may not park in customer parking for any reason at either market.
20. 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 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.
21. 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.
22. 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.
23. **Smoking and vaping** is not permitted in market territory. Vendors must leave market boundaries so that smoke or vape does not reach shoppers or other vendors. Cigarette butts must be properly disposed of in safe containers and removed by vendor.
24. Only **generators** at or below a decibel level of 60 are permitted at the market to minimize noise pollution.
25. **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.
26. **Branded merchandise** such as t-shirts, bags, caps, towels, aprons must be made and printed in the U.S.A.
27. 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.
28. **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.
29. 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.
30. 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.

31. 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.
32. **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.
33. 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.
34. Intoxication from **alcohol or illegal drugs** will result in vendor expulsion from the Market.
35. Vendors are required to comply with state and federal laws concerning **firearms** and may not openly display firearms while selling at the market.
36. Vendors must contribute to **accessibility** at the market by clearing a fire lane and maintain an ADA pathway.
37. No **disruptive or aggressive marketing** is permitted at market.
38. All **fines must be paid** prior to setting up at the next market after fines were accrued. Unpaid fines are subject for expulsion from market at the Executive Director's discretion.
39. F2M TEXAS and/or any **Texas Farmers Market staff member 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.
40. **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.
41. **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.
42. **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.
43. Vendors commit to **not publicly disparage Texas Farmers Markets**.

**<u>All Food Vendors</u>**

44. All food vendors must comply with Federal, State, Austin and Travis County **Health Department rules.**
45. No **plastic sampling spoons** are allowed**.** Wooden or compostable spoons may be used instead.
46. **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 Leadership).

47. **Follow labeling requirements from the State of Texas**, which must label all products with the following information: 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
48. **Health Department violations** must be corrected before a vendor is allowed to set up on next market date.

**Agricultural Producers**

49. 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.
50. **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 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.
51. 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.
52. Vendors who market their products using the term '**sustainable**' must adhere to TFM's definition of sustainable. Learn more here.
53. **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.
54. **CSA distribution** is allowed by farmer or rancher at market only if the boxes include product the vendor has produced. Any newproducts to be delivered at our markets as part of a CSA must be pre-approved by the Executive Director and permitted or licensedappropriately. Pickup locations otherthan TFM markets will not be promoted
55. **No live animals** may be sold at market.

**Farmers**

56. 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
57. Vendors must grow or produce the products sold and maintain high quality standards throughout the season

58. **Off-grade or seconds or storage vegetables** must be labeled as such. TFM leadership may insist on removal of poor quality items
59. **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**

60. 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
61. 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
62. **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**

63. **Local farm or ranch ingredients** must be incorporated when available and in season. Receipts must be shown as proof as requested by Executive Director
64. **At least one weekly menu offering** must feature a local ag producers' product(s)
65. Any vendor selling **CBD products** must provide detailed sourcing and extraction information and provide proof of purchase from source company. Additional information may be requested by the Executive Director. Products may not be sold or sampled to minors (under the age of 18) without a parent/guardian's presence and permission.

**Artisans**

66. 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) fines, 3) 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 (including blocking trailer/dumpster):** $30 for first incident, $50 for any additional incidents
**Using Market Trashcans or Dumpsters:** $30
**Incomplete Equipment Set Up (weights):** $30
**Bringing Non-approved Pets to Market**: $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.

****All fines must be paid prior to setting up at the next market after fines were accrued. Unpaid fines are subject for expulsion from market at the Executive Director's discretion.****

# TFM Governance

**Market Coordinators:** Market Coordinators are an authority on matters regarding operations at market and should be acknowledged by vendors as official decision makers in the event of an issue arising onsite.
**TFM Advisory Panel:** The TFM Advisory Panel serves all markets to support our team with advice and to deliver issues brought to any Panel member to the attention of the Executive Director or the Director of Operations via email within 5 working days of the written or verbal complaint or notice of an issue. TFM Leadership will resolve those vendor or shopper issues not solved directly at market with feedback from Panel members as deemed necessary. If approached by a vendor or shopper with an issue, Panel members listen, acknowledge understanding of what has been said and offer to complainants no commitments or opinions on behalf of the markets or F2M Texas. Panelists offer advice and input exclusively to TFM Leadership. This panel is voted upon by market vendors at the beginning of each market year.

**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 by law.

## 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 in writing to the Director of Operations or Executive Director for further consideration. Vendors must abide by the final decision of the Market Coordinator or TFM Leadership.

## Vendor Grievance Response Policy

This Vendor Grievance Response Policy (this "Policy") is adopted as of 10/29/18 to implement a policy and guidelines for F2M Texas, Inc., a Texas non-profit corporation doing business as Texas Farmers Market ("TFM") personnel to respond to and investigate grievances and other complaints lodged against vendors that are participating in one or more of TFM's farmers' market events. This policy is not intended to address minor complaints or disputes among vendors, as TFM personnel are encouraged to informally resolve such minor complaints and disputes amongst the affected parties. This policy is intended to address only serious grievances that cannot be resolved informally amongst the affected parties, including primarily grievances seeking the removal of a vendor from further participation in TFM's farmers' market events.

1. Initial Response to Grievance:
    a. Respond to indicate receipt of the grievance. This response should be sent to the party lodging the grievance (the "Complainant") within two (2) business days of the date of receipt of the grievance.
    b. Review the grievance to determine the nature of the complaint.
    c. If the grievance alleges a serious health risk, the nature and content of the grievance shall immediately be forwarded to the vendor against whom the grievance is directed (without identifying the Complainant).

d. If the grievance alleges wrong doing on the part of the vendor (other than criminal wrongdoing), but the wrongdoing cannot be verified from the face of the grievance, request additional information from the Complainant including any documentary evidence relating to the grievance.
e. If the grievance alleges wrong doing on the part of the vendor which wrongdoing would, to the executive director's actual knowledge, constitute a crime, then the Complainant shall be directed to local law enforcement authorities.
f. The executive director of TFM shall forward a copy of the grievance to the chairperson of TFM's board of directors.
g. Such grievance shall be treated as confidential, and TFM personnel shall not publish, comment upon, or otherwise disclose the contents or existence of such grievance (together with any additional information provided by the Complainant in connection with such grievance) to any person outside of TFM other than TFM's professional advisors, and shall refrain from disclosing any such information to any TFM personnel other than the board and those executive personnel of TFM with a need to know such information.

2. Determination of Decision Maker: TFM's chairperson of the board and executive director shall determine whether the grievance is so serious that it should be submitted to TFM's board of directors. Grievances that must be submitted to TFM's board of directors are those grievances alleging serious health risks and/or discrimination on a basis prohibited by law. Other grievances may be submitted to the board in the discretion of the executive director and the chairperson of the board. In the event that a grievance is submitted to TFM's board, the board shall may investigate and resolve the grievance on its own, or may delegate such responsibility to one or more persons subject to such directives as the board may determine necessary or appropriate. Grievances which are not submitted to TFM's board of directors shall be investigated and resolved by TFM's executive director.
3. Investigation:
    a. The Complainant shall have the burden of establishing the veracity of the Complainant's grievance. Evidence of veracity shall be requested from the Complainant. Without limitation of the foregoing, the Complainant may be required to provide additional specifics regarding the grievance, provide testing results, and/or provide such other information as may be determined necessary or appropriate. If the Complainant fails to respond and provide any requested information within fourteen (14) days of the date of a request for such additional information, the grievance shall be deemed to be resolved in favor of the applicable vendor.
    b. Upon receipt of any additional information requested, such information shall be reviewed. The board or the executive director, as applicable, may make one or more additional requests for such additional information as they may deem necessary or appropriate. If the Complainant fails to respond and provide any requested information within fourteen (14) days of the date of a request for such additional information, the grievance shall be deemed to be resolved in favor of the applicable vendor.
    c. If the information provided by the Complainant is sufficient (as determined by the board or the executive director, as applicable) to establish the apparent veracity of the grievance against the

vendor, then the board or the executive director (as applicable) shall contact the vendor against whom the grievance has been lodged and provide a summary of the grievance and copies of such evidentiary documentation as may have been provided by the Complainant. The board and/or the executive director shall take reasonable measures to avoid disclosing the identity of the Complainant.

d. Investigation of the affected vendor shall be limited to the qualifications of the vendor to serve as a vendor in TFM's farmers' market events. The board or the executive director, as applicable, may request from such vendor copies of such vendor's current certifications and licenses which may be implicated by the grievance (e.g. a copy of any applicable health department permits may be requested). Any requested information shall be provided by the vendor within fourteen (14) days of the request. Any failure to provide such information shall result in temporary suspension of such vendor's privileges at the farmers' market until such information has been provided.

4. Determination of Compliance: If the vendor is compliant with TFM's requirements for admission as a vendor the farmers' market events, then the executive director or the board, as applicable, shall notify the Complainant of such compliance. If the vendor is not compliant with such requirements, then such lack of compliance shall result in termination of such vendor's privileges at the farmers' market.
5. Re-Application of Terminated Vendor: A terminated vendor may reapply to be a vendor at TFM's farmers' market events at any time after the vendor becomes compliant with TFM's applicable requirements, subject to TFM's standard requirements for new vendors.

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