



RULES AND REGULATIONS WACO DOWNTOWN FARMERS MARKET

Introduction

The Waco Downtown Farmers Market (“WDFM”) is a nonprofit Texas corporation formed for the purpose of starting and operating a farmers’ market (the “market”) in Waco, Texas. Any vendor or other participant in any market operated by the WDFM agrees to and must abide by this agreement (the “rules and regulations”).

The WDFM serves Waco and its surrounding communities to support a local food economy by providing a gathering place to promote locally grown, in season, fresh produce and products and making connections between local farmers, local food based companies and the community at large.

The predominant vendor emphasis will feature 80% farm products grown within a 150 mile radius of Waco, Texas and 20% value-added products of processed and prepared foods, specialty items and select artisans. All vendors must have an approved application on file and remain current with vendor and booth fees to be in good standing with WDFM. Approval is on an annual basis and may be revoked pursuant to the following rules and regulations.

To sell product at a market operated by WDFM, a vendor must agree to and abide by these rules and regulations. ***For information about becoming a member please see the vendor page on the WDFM website or contact the Market Manager at:***

WDFM Market Manager

wacodowntownfarmersmarket@gmail.com

<http://wacodowntownfarmersmarket.com/>

400 N. University Parks Drive

Waco, Texas 76706

(254) 498-8790

Rules and Regulations of the WDFM are subject to change and can be done so at any time at the discretion of the WDFM Board.

I. Definitions

1. Board: The Waco Downtown Farmers Market Board of Directors.
2. Booth: An area designated by the Market Manager where the vendor sets up his or her booth.
3. Community Booth: A non-vendor booth that is designated by the Market Manager.
4. Community Art Booth: A booth that may be designated by the Market Manager to sell local artwork. Additional details will be provided if a community art booth is designated.
5. Local Product: Any product grown, produced or manufactured within 150 miles of Waco, Texas
6. Prepared Food: Any food or drink, whether fresh or frozen, prepared on site and sold at the market for immediate or later consumption.
7. Market Manager: Board appointed staff that supervises the activities at the market.
8. Producer: The farmer, harvester, or grower of any raw agricultural product or the person who produces any value added item whether 'ready to eat' or 'craft product'.
9. Re-selling: Sale of a product that is not produced, farmed, grown, or harvested in the wild by the vendor selling the product at the WDFM.
10. Value-Added Product: A processed agricultural item, edible or inedible, that is ready for sale at the market without additional processing.
11. Vendor: A seller of goods or services who has: 1) filled out an application, 2) been approved by the Market Manager, 3) paid all appropriate fees, and 4) if selling produce, has passed inspection. Being a vendor is limited to annual participation, which can be revoked pursuant to these rules and regulations.

II. General Information and Vendor Specifics:

1. Being a vendor at the WDFM is an AT WILL agreement.
2. The Market Manager is under no obligation to approve any applicant as a vendor.
3. Sending in an application is NOT, in and of itself, acceptance of being a vendor.
4. A potential vendor must first have written approval from the Market Manager before setting up, selling, or participating at any upcoming Market.

5. The Market Manager can terminate any vendor's participation for any reason, subject to the rules and regulations.
6. Unapproved booths, vendors, or individuals selling at the WDFM will be asked to leave.
7. NO re-selling of any agricultural products from other farmers markets, wholesale outlets, non-approved growers, or other non-farm venues will be allowed. Violation can result in substantial fines and immediate termination as a vendor.
8. Vendors may not set up and sell their product at any time other than the regularly scheduled market day.
9. All farms must be within 150 miles of the market.
10. Spaces at the market are reserved according to tenure at market, and based on the need for electricity. Vendors with repeated tardiness, no-notice absences, or early exits will lose their assigned location and could be asked to leave permanently.
11. FEES: Annual membership is \$50. Annual sampling fee is \$40. Weekly booth fee is \$25/Saturday per 10 X 10 foot booth. Electricity is an additional \$10 per week. All fees are subject to change..

III. Selling and Participation at the Market

1. Re-selling of any product is not allowed unless approved in advance, in writing, by the Market Manager
2. Value-Added Product Vendor: All products must be produced in a certified kitchen or manufactured with a food manufacturer's license by the vendor, including those vendors whose products fall under HB 970, the Texas Cottage Food Law.
3. Prepared Food Vendor: Food is prepared on site or in a certified kitchen. Any vendor representative touching or preparing food must have a valid State of Texas Food Handlers Permit. Vendor must have a hand washing station and abide by all WDFM, City, County, and State Food Safety guidelines.
4. Non-Vendors may participate in the market if invited by and approved by the Market Manager.
5. Non-Profit and other community organizations may apply to the Board to participate in the market for educational purposes. No political or campaign activities are allowed. The activity must fit within the framework of WDFM purposes and must assist in retaining a high quality farmers market and family friendly atmosphere. Apply online

as a community organization to participate in the market. Availability is limited and is at the discretion of the Board and the Market Manager.

6. Vendors shall allow market designees to inspect their farm/kitchen/production facility prior to selling and from time to time in the future, as determined by the Market Manager.
7. Vendors and any other participants of the WDFM must hold all required permits, licenses and insurance policies necessary for their business operation and as required by any applicable law, statute or regulation and may be required to provide copies with their vendor application or prior to participating in the WDFM.

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IV. Eligible Products (Subject to these Rules and Regulations)

1. Local agricultural products.
2. Value-added products, which must be pre-approved in writing by the Market Manager.
3. Prepared foods that are made from at least 80% local agricultural products. All prepared foods, their ingredients, the ingredients' origination, and whether such ingredients are local agricultural products must be designated on the application. Other prepared foods may be allowed upon prior written approval by the Market Manager.
4. Artwork that is made from at least 80% local agricultural products. All artwork, unless made completely out of local agricultural products, must be preapproved in writing by the Market Manager.
5. Other products that may contribute to the mission and success of the market. Other value-added products must first be approved in writing by the Market manager.
6. The Board reserves the right to deny an item or product at their discretion. New product offerings must be approved by the Market Manager.

V. Market Operations

1. The market is located at 400 S. University Parks Drive in Waco, Texas. The market location may change or be added to by the Board. The market operates during the dates and times specified in the weekly market update.

2. The Market Manager is responsible for the daily operations of the market and enforcing these rules and regulations.
3. Vendors may arrive as early as 2 hours, and no later than 30 minutes, prior to market open to begin setup. Vendors are prohibited from driving through the market grounds 15 minutes before the market opens. Violation of these timeframes may result in a fine of up to \$50. In addition, all vendors must have their market sites dismantled, packed up, cleaned, and vacated one hour after the market closes. Exceptions will be considered by the Market Manager. Repeated tardiness, absence, or early exit will result in fines, the loss of assigned location, or removal of the vendor.
4. Vendors are required to notify the Market Manager no later than 12 PM (noon) on the day before market of their intended absence at the market. Failure to do so will result in forfeiture of booth and affect future application renewals.
5. Cancellation of the market or early closure due to dangerous or severe weather conditions shall be at the sole discretion of the Market Manager.
6. A standard booth at the market is 10 X 10 feet. Expanded spaces are available with assignments made at the discretion of the Market Manager.
7. Vendor booths are assigned by Market Manager. While the WDFM tries to keep vendors in the same space from week to week, booth location is not guaranteed.
8. All vendors are required to pay their booth fee at the market with cash, check, or tokens, either in advance, OR at the time of collection during market hours.
9. Vendors will determine the pricing of any products sold at their booth.
10. Free samples may be offered to customers provided this is done in a sanitary manner and MUST BE DONE in accordance with local Department of Health requirements. A sampling fee is required to be paid by all vendors who provide samples at market. See Section 2.11 of these rules and regulations for fee details.
11. All vendors must have tent weights, and keep their booths safe, clean, and in hazard free condition. At the end of the market day, each vendor's area MUST be cleaned, with trash, compost, and refuse taken home by the vendor or disposed of as directed by the Market Manager. Public trash barrels are for customer use only. Vendors who violate this will be fined, at the discretion of the Market Manager
12. Vendors are expected to follow the highest business and ethical standards at the market. Each vendor shall remain in their own assigned booth space when selling products. Sales should be conducted in an orderly business manner. No shouting, hawking, or other

objectionable means of soliciting will be tolerated. Vendors shall exhibit courtesy and cooperation to customers and other vendors.

13. Fraudulent or dishonest practices are prohibited and will be a basis for removal by the Market Manager.
14. Consumer inquiries regarding origination of product, 'pesticide and herbicide use', farm practices, and other product information requests must be answered factually without misleading information by the vendor. The Board and Market Manager reserve the right to limit vendor claims regarding farm practices that cannot be verified.
15. Disagreements with customers, fellow vendors and the Market Manager must be handled in a respectful manner, so as not to disrupt the market.
16. Individuals representing a vendor or selling at a vendor's booth must be informed of all market rules and regulations. The vendor will be responsible for any actions taken by these individuals at the market. These individuals must demonstrate thorough knowledge of the products they are selling.
17. WDFM will sell unique WDFM tokens, with values of \$1, \$5, and \$10, to market attendees via check, credit card, or cash transactions. Vendors shall accept these tokens as purchase payment, along with other accepted forms of payment.
18. Vendors are required to cash in tokens for credit/debit/SNAP at the WDFM at the end of each market day, along with paying booth fees and are asked to submit estimated booth sales for the market day. Individual vendor financial information is never released to anyone outside of the Board or the Market Manager. This information helps the Board and Market Manager gauge total sales, growth, effectiveness of marketing, etc.

VI. Non-Compliance and Penalties for Violation of Rules and Regulations

1. Non-compliance with these rules and regulations, failure to follow the directions of the Market Manager, or any other action that may jeopardize the market, the health of a customer, vendor, or others, will result in disciplinary action at the discretion of the Market Manager and may include exclusion from the market for a period of time, a fine, or termination of the vendor's participation in future markets.
2. All complaints by vendors must be submitted to the Market Manager in writing. Vendors may request a copy of the WDFM's Vendor Complaint Form to fill out. At such time, the Market Manager will review the complaint and address the issue with a written response to parties involved. No formal complaint will be kept anonymous.

3. If a vendor has a complaint in which they feel the Market Manager has not sufficiently addressed, the vendor may appeal, in writing, to the Board. The WDFM will notify the vendor in writing of its decision within 60 days.
4. Minor issues between vendors should be addressed in a respectful manner, so as not to disrupt the market, and should result in an agreeable solution.
5. Failure to pay a fine or to follow the directions of the Market Manager is a violation of these rules and regulations.
6. All parties agree that all questions, rights, or controversies arising out of, or relating to, the foregoing rules and regulations shall be settled through binding arbitration in Waco, Texas, under the provisions of the Federal Arbitration Act, the provisions of these rules and regulations, and the WDFM Arbitration Rules and Guidelines. Any party who, in contravention of the arbitration or jurisdiction provisions of these rules and regulations brings an action in state or federal court will pay all the other parties costs, fees, attorneys' fees, and any other expenses related to the defense of such action. Any appropriate arbitrator or judge may award such expenses and fees.
 - A. If any dispute should arise under these rules and regulations, between the WDFM and a vendor or other participant in a WDFM market, such party may within 180 days after the date on which the dispute arises make a demand for arbitration by filing a demand in writing with the other party.
 - B. The arbitration rules and guidelines shall be determined by the WDFM and shall be submitted to the opposing party upon written request.

I have read and agreed to the above rules and regulations.

Vendor Signature

Date

Farm/Business Name