

Friendswood Farmers Market Vendor Application

*First Saturday of the Month, 9am - 1pm
Stevenson Park, Friendswood*



In order to become a Vendor at the Friendswood Farmers Market (FFM), you must complete the application and submit it to the Market Manager. Forms must be mailed to Friendswood Farmers Market, PO Box 232, Friendswood, TX 77549. Applications will be reviewed in the order that they are received. An application fee of \$50 will be required at your first market if approved.

Business Name: _____ Website: _____
Business Phone: _____ Cell Phone: _____
Owner Name: _____ Email: _____
Business Physical location: _____ Zip Code: _____
Mailing Address: _____

Please Check One:

- | | | |
|---|---|---------------------------------------|
| <input type="checkbox"/> Grower/Farmer | <input type="checkbox"/> "Green" Products | <input type="checkbox"/> Non-Profit** |
| <input type="checkbox"/> Seller's Agent | <input type="checkbox"/> Value-Added Vendor | <input type="checkbox"/> Artisans* |
| | <input type="checkbox"/> Back Yard Gardener | |

Please list products you will be selling:

What makes your products unique? _____

Why would you be a good vendor for the FFM? _____

If you decide to sell additional products, they must be approved by the FFM prior to sale.

*Pictures or samples of products must be submitted and approved by FFM management. FFM does not provide booths for arts and crafts.

An application fee of \$50 will be assessed upon acceptance of your application. This fee covers application processing, insurance, and advertising.

Farmer's Growing Practices: please check one

- | | |
|--|--|
| <input type="checkbox"/> Conventional | <input type="checkbox"/> Sustainable/Naturally Grown |
| <input type="checkbox"/> Certified Organic | <input type="checkbox"/> Hydroponic |
| <input type="checkbox"/> Free of Synthetic Chemicals | |

Refer to the following website for definitions:

<http://www.ams.usda.gov/>

Please List an Emergency Contact:

_____	_____
Name of Contact	Phone Number

Please list the names of people who may act as your representative:

1. _____
2. _____
3. _____

Please list any licenses or permits you are submitting with this application and expiration date.

- | | |
|----------|------------------|
| 1. _____ | Exp. Date: _____ |
| 2. _____ | Exp. Date: _____ |
| 3. _____ | Exp. Date: _____ |
| 4. _____ | Exp. Date: _____ |

You are responsible for having any licenses and/or permits that your product requires you to have. Example: Sales and Tax Use Permit, Food Manufacturer's License, Scale and Balance Permit, Perishable Commodities License, Etc. We advise that a copy of all permits and licenses be brought to each market day due to possibility of random checks from the City of Friendswood, Galveston County Health Department and the Texas Department of Agriculture.

- ✓ Value-added vendors must specify if their products are prepared under the Texas Cottage Food Law or in a Commercial Kitchen.
- ✓ Products labeled "organic" must be certified organic through GO TEXAN: <http://www.gotexan.org/>
- ✓ Galveston County Health Department classes and forms: <http://www.gchd.org/ech/forms.htm>

Vendor Market Day Booth Fees:

- ✓ \$30 per day collectable at the market

****Only Friendswood non-profits may be exempt from market day booth fees.**

Vendors must be current on Market Fees before they will be allowed to set-up on a market day.

I have carefully read the attached Market Rules and the Release and Indemnity Agreement (R&I) and fully understand and agree to abide by their contents. I am aware that the R&I is a release of liability and indemnification agreement and a contract between myself and the Friendswood Farmers Market, the City of Friendswood, and/or its affiliated organizations, successors and assigns.

I, _____, agree to abide by the above rules for the Friendswood Farmers Market. I understand that non-compliance can result in my exclusion from participating as a vendor at the market.

I have signed this agreement of my own free will on the _____ day of _____, 20 _____

Date Application Submitted: _____

Signature of Person Submitting Application: _____

Printed Name of Signee: _____

For Market Use Only:

Application Approved: Yes No Applicant Notified: Date _____

Amount Paid: \$ _____ Type: _____

Friendswood Farmers Market:

Phone: Ben: 281-910-7286 Email: info@friendswoodmarket.com

Mailing Address: PO Box 232, Friendswood, TX 77549

Friendswood Farmers Market (FFM) Policies and Rules



Market Dates and Times: 1st Saturday of the month (except January and July)

Set-up: 7:00 am - 9:00 am
Market Hours: 9:00 am - 1:00 pm
Tear Down: 1:00 pm - 2:00 pm

Application Process:

All Applications will be reviewed by the FFM Board of Directors for acceptance into the market.

Vendors will be accepted based upon the needs of the market. Only 1-2 vendors of each product will initially be allowed (except produce vendors). Additional vendors selling the same product will only be admitted if the demand is high enough to sustain multiple vendors.

Vendors must sign and provide the following information with their application before their application is reviewed.

1. Vendor Application with signature acknowledging receipt and agreement to Market Rules and Release of Liability and Indemnity.
2. Application Fee

Vendor Requirements and Fees:

Vendors must fit into one of the categories below:

Farmers and Growers

Vendors that grow agricultural products within 150 miles of Friendswood

Example: Produce, Herbs, Eggs, Meat

*Special Exceptions may be made in reference to the distance requirement, if the product cannot be grown within 150 miles of Friendswood

Value-Added Vendors

Vendors, who do not grow their own ingredients, but obtain and process ingredients from within 150 miles of Friendswood in order to create a food product.

Example: Seasoning Blends, Sausage, Jerky, Pickles, Baked Goods etc.

Seller's Agents

The Market does not allow reselling in general. The Market does allow Vendors to act as Seller's Agents for local growers, farmers, Craftsman, Artisans, and Value-Added producers if the producer fits into one of the above categories. Seller's Agents must submit a signed letter giving permission from the producer (farmer/grower/etc.) stating that the vendor is allowed to act as an agent of their farm or business. Sellers Agents must also have the producers (farmers/growers/etc.) information prominently displayed on the product. It must include the producers (farmers/growers/etc.) name, location, and phone number.

Green and Sustainable Living Products

Vendors who are dedicated to promoting Green Living and Self-Sustainable Practices

Example: Organic Household Cleaners, Organic Fertilizers, etc. These Vendors will be accepted at the

discretion of the acceptance committee

Artisan Vendors

Vendors who produce their own handmade goods within 150 miles of Friendswood

Example: Soaps, Bath Products, etc.

*Back Yard Gardeners**

Friendswood residents with seasonal produce (ex. Oranges) may participate in a community booth at no charge on a first come-first serve basis. Gardeners must present proof of residence on market day. Donations to the FFM are encouraged.

*Non-profit Entities and Community Organizations**

Booth fee waived for Friendswood residents; non-residents must pay a single use booth fee of \$30 per day. Non-Profits and community organizations may promote their organizations, conduct pet adoptions, and/or sell handmade or homemade products that do not compete with the regular vendors. Acceptance is subject to availability, the needs of the market and the Board's discretion.

*Note to All Back Yard Gardeners, Non-Profits and Community Organizations:

There are only a certain number of spaces available at each Market Day for these categories and are available by reservation in advance on a first come-first serve basis. Acceptance is subject to availability.

Required Vendor Fees:

Application Fee:

All Vendors are required to pay an Application Fee of \$50.00. The fee will help cover market insurance, advertising, etc.

Market Day Fee:

Vendors are asked to pay \$30.00 per market day. Additional Space is available. Each Vendor is allowed to purchase 1 extra 10x10 booth space for an additional \$15.00 if it is available.

Permits, Licenses, and Insurance Policies:

The FFM does not hold any responsibility or liability for Vendors. Please make sure you have any permits, licenses and/or insurance policies that you are required to have to sell or produce your products. Please be in compliance with city, county, state, and federal laws and health regulations. We do ask that you have a copy of all permits and licenses that your product requires at your booth on Market Day. Copies of insurance, licenses, and permits should be provided at the time of application. Please provide copies of permits, licenses and insurance policies with your application.

Market Rules:

1. Vendors agree to be respectful and kind to attendees and Farmers Market staff at all times. Any grievances will be brought to the Market Manager to settle at their discretion.
2. Vendors will not play music or the radio unless approved by the Market Manager since various entertainments will be held at the market.
3. Vendors will determine their own pricing and have prices clearly marked.
4. All Vendor Booth must have a sign. Signs are required to have the following information:
 - a. Farm, Grower, or Business Name
 - b. City in which the Farm or Business is located
 - c. Growing Process, if applicable
 - i. Conventional
 - ii. Certified Organic
 - iii. Free of Synthetic Chemicals
 - iv. Sustainable/Naturally Grown/Organic Method
 - v. Hydroponic

**Please refer to the following website for definitions: www.ams.usda.gov/*

5. Vendors are given a 10' x 10' area to set-up. Vendors must set-up in their assigned location. Vendors are responsible for providing their own booth needs. Example: Table, Chairs, Tent, Etc. Tents must be secured in a sufficient manner that does not damage the grass. (Ex. Sandbags, weights, Etc.)
6. Booth Assignments are made by the Market Manager and are determined by what is best for the market as a whole.
7. All Vendors are required to provide a trash can for their booth. All trash must be removed from the vendor's booth space before the vendor is allowed to check-out at the end of Market Day.
8. Vendors will only be allowed to set-up at the pre-determined time. All vendors arriving after set-up time will not be allowed to participate in the market and loses their fee for the day in question.

Market Set-up: 7:00 am - 8:45 am Saturday morning.

Vendors are not allowed to tear down until the pre-determined tear-down time, even if they have sold out of products. Exceptions can be made at the Market Manager's discretion due to an emergency or weather.

Market Tear-Down: 1:00 pm - 2:00 pm Saturday afternoon
9. Vendors must check-in when they arrive at the Market with the Market Manager. Vendors are also required to check-out after they have removed all contents from the booth space.
10. Vendors agree to be honest and non-deceptive about their products, growing techniques, and/or processes to customers and market staff. Fraudulent, dishonest, or deceptive merchandising may be grounds for forfeiture of the right to do business of any kind in the market for a length of time.
11. Vendors and non-profits will not hold the market liable for any injuries or damaged products.
12. Vendor will not hold liable the Market for any fines received resulting from the vendor not obtaining the correct permits, licenses, or insurance policies.
13. Smoking is not allowed in Booth Spaces.
14. Vendors are not allowed to have pets in their booth if they are selling food of any kind.
15. Use of Illegal Substances or Alcohol is prohibited.
16. Vendors must park in designated "Vendor Parking Area" during the duration of the market. However, they may park closer during the pre-determined set-up time to unload.
17. Vendors must keep their booths clean, safe, and hazard free during the market. The Market Manager may ask the vendor to correct any unsafe or hazardous situation or activity. If the vendor does not comply, they may be asked to leave the market.
18. Vendors preparing or sampling food at their booth must have a hand-washing station in their booth. (Example: Could simply be a cooler with spigot for soapy water and a cooler with spigot of clean water with catch buckets underneath. **ALL VENDORS ARE ASKED TO HAVE**

HAND SANITIZER IN THEIR BOOTH.

19. Friendswood Farmers Market will have a booth in order to help raise funds to support the market. The booth will not sell any products that compete with other vendors. The FFM is the only vendor allowed to sell bottled water.
20. Vendors selling by "weight" must have a Scales and Balance Permit from the Texas Department of Agriculture. As of 2009 the permit costs \$15.00 annually per scale.
21. Livestock sales. Please check with Market Manager as these are admitted on a case-by-case basis.
22. Only the Vendor or a vendor's designated representative may check-in and out on Market Day. Any minor under the age of 16 must be accompanied by an adult at all times while working in the booth.
23. Booth signs may be no larger than 3ft. x 10ft. and may not be placed in the walkways.
24. Booths may not be used for political campaign purposes.
25. Booths may not be used to promote religious organizations or for religious proselytizing. Religious youth groups may be allowed a nonprofit booth for fundraising, at the discretion of the FFM Board of Directors.
26. The FFM may change the market hours or market location on special occasions; notice will be provided to vendors and the community well in advance.
27. Any Vendors that do not attend a market day for which they have reserved a booth are still responsible for that days booth fees. Friendswood Farmers Market is not a Rain or Shine Market. Any cancellation due to weather will be made 24-48 hours in advance of the market. If FFM cancels a market due to weather prepaid booth fees and nonprofit booth reservations will automatically rollover to the next market.
28. A vendor may be removed from the market vendor list after 3 no-shows without explanation.
29. The FFM reserves the right to restrict a vendor's participation in the market at any time for any reason.

Non-Compliance

Non-Compliance of Market Rules will result in disciplinary action by the Market Manager. Such action could include exclusion from the market for a period of time or termination of participation of vendor indefinitely. See Appeals Section to protest disciplinary action.

Appeals and Grievances

All Appeals and Grievances must be submitted to the Market Manager in writing. All appeals and grievances will be reviewed by the Friendswood Farmers Market, and action will be decided. All submitted grievances and appeals will be answered in writing within 15 days of submission date. Please place in sealed envelope and give to the Market Manager at Market Day.

Please provide the following in the written submission:

1. Vendors Name and Business/ Farm Name
2. Provide 2 contact phone numbers
3. Email Address, if possible
4. Mailing Address
5. Date Incident Took Place
6. Detail of Incident in Question

Friendswood Farmers Market



Release and Indemnity Agreement

In consideration of our application for sponsorship and participation in the Friendswood Farmer's Market which will be held at Stevenson Park in Friendswood, Texas on the 1st Saturday of each month. We the undersigned hereby agree as follows:

- A. We acknowledge that we have voluntarily applied to participate in the Market.
- B. We are aware that our participation in these activities may constitute hazardous activities and we are voluntarily participating in these activities with knowledge of the danger involved and hereby agree to accept any and all risk of injury or death.
- C. As lawful consideration for being permitted by the Friendswood Farmers Market to participate in the Market, we hereby agree that our heirs, distributors, guardians, legal representatives and assigns will not make any claim against, sue, attach the property of, or prosecute in any way or manner the Friendswood Farmers Market, the City of Friendswood, its agents, officials and employees, its successors and assigns and/or any of its affiliated organizations, for any injury to any person or damage to any person or property resulting from the negligence or other acts, howsoever caused by any employee, agent, contractor or other member of the Friendswood Farmers Market, the City of Friendswood, or any of its affiliates or for any injury to a person or damage to property resulting from the act of any other person present and/or participating in the Market as a result of our participation in the Market.
- D. We further shall reimburse the Friendswood Farmers Market, the City of Friendswood, its agents, officials and employees, for, defend, indemnify and hold harmless from and against any liability, including costs (including investigation), loss, damage, expense, claims (including claims of strict liability, negligence, and for any liability imposed by any statutes, rules, regulations, common law or laws of the State of Texas), any suits, fines and penalties on account of any and all bodily injuries, death or damages to person or property to any persons arising directly or indirectly out of or in connection with our participation as a spectator, participant, performer, or in any manner arising out of the Market as being held on the dates and times stated above.
- E. I further certify that I am the authorized agent and have the full authority to act on the behalf of the organization or individual executing this Release and that I have the full power and authority to execute such document for and on his or their behalf.