



FLAG CITY COMMUNITY MARKET
Located: Courthouse Lawn / 115 W. Main
RULES & REGULATIONS
2017-2018
EDNA, TEXAS
(Sponsored By The City of Edna)

Mission Statement

Our mission is to support the efforts of local farmers and aid gardeners to expand the availability of fresh locally grown food while encouraging others to reap the benefits of farm to table foods.

Please read rules and regulations carefully before signing below. Keep a copy for your records. These rules are a part of your agreement with Edna, Texas “*Flag City Community Market*”. Please return a signed copy with your application. Failure to observe these rules and regulations may result in suspension or termination of the undersigned (“Vendor”) Market participation. If you have questions regarding these rules, contact the Market Managers at (361) 782-3122 ext. 303; ext. 310; ext. 301; email kteltschik@cityofedna.com or smiller@cityofedna.com or bmiska@cityofedna.com

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

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

I. MARKET LOCATION AND TIME

Hours of operation: 9:00 a.m. – 1:00 p.m.

Courthouse Lawn (115 W. Main)

2nd Saturday of March 11th, April 8th, May 13th, September 9th, October 14th,

November 11th, December 9th

*****Please Note: December is the Christmas Market and will be held 9:00 a.m.-4:00 p.m.***

II. VENDORS

- a) All vendors must be granted permission by the Board. Member will receive a copy of the signed rules and regulations and should have that in their possession each time they set up at the *Flag City Community Market*.

- b) No vendor shall have the right to sub-lease, sell, transfer or permit any other vendor to use his/her space. (*Example: only one vendor per space*)
- c) Securing a sales tax permit and reporting sales tax is the responsibility of the vendor.
- d) All vendors must comply with all state rules and regulations.

III. THE FLAG CITY COMMUNITY MARKET WILL BE GOVERNED BY THE MARKET BOARD

- a) The *Flag City Community Market* Board will seek to maintain a vendor distribution with appropriate numbers of produce vendors in a variety of categories in order to best serve the needs of the community.
 - Fruits / Vegetables
 - Eggs
 - Baked Goods / Jams / Jellies
 - Honey / Herbs / Soaps / Homemade Candles
 - Artisan Crafts (*handmade or produced by hand*)
- b) Vendor spaces may be reserved for use by non-profit organizations and groups as approved by the *Flag City Community Market* Board.
- c) Grievance Procedures:
 - The *Flag City Community Market* Board will be responsible for enforcement of the rules. Any formal complaints or grievances should be submitted in writing.
 - Decisions of the *Flag City Community Market* Board are final as to all matters involving the operation of the Market.

IV. PRODUCT AND SALES REGULATIONS

- a) Participation in the *Flag City Community Market* requires the submission of an application and signed regulations.
- b) All products and produce sold by producers must be produced or grown by the individuals, families, groups or farms. Products made from grown produce and animals are allowed such as baked goods, cheese, jams, jellies, soaps, oils, condiments, etc.
- c) ONLY those items listed on the vendor's confirmation letter may be sold. Vendors must notify the *Flag City Community Market* in writing of any proposed changes before bringing previously unlisted items to the Market.
- d) Vendors are responsible for conforming their products or produce to applicable USDA standards and guidelines.
- e) Produce offered for sale must be grown, harvested and cared for post harvest to assure customers receive fresh, high-quality fruits and vegetables. Culls and produce with only a limited shelf-life remaining, which may be useful for processing (i.e. sauces), must be labeled as such. The *Flag City Community Market* Manager may require the Vendor to remove poor quality produce. It is hereby acknowledged that the undersigned Vendor is solely responsible for the quality and removal of unsalable goods.
- f) All produce or products labeled organic must be third party certified according to USDA standards by a recognized organic certifying agency. Certification letters must be available for inspection at your stand. Verbal or written declarations of organic status that are not documented as required will result in suspension or termination from the Market.

- g) Vendors selling processed food must be certified through the Texas Department of Public Health as either a home-based processor or home-based microprocessor. A copy of the food handler's card must be provided to the Health Inspection upon request. The Board is held harmless due to non-compliance by Vendor.
- h) Vendors will determine their own pricing. Vendors are expected to refrain from engaging in the systematic or deliberate underselling of other Vendors.
- i) At home business will be limited to one type per market.
- j) No live animals may be sold at the *Flag City Community Market*.
- k) No drugs, alcoholic beverages or tobacco products may be sold or used at the *Flag City Community Market*; with the exception of locally produced wines.
- l) Rules and Regulations may be amended or revised from time to time by the Flag City Community Market Board or *Flag City Community Market Manager*.

V. RULES OF OPERATION

- a) The Market will open for business at 9:00 a.m. – 1:00 p.m. the 2nd Saturday of March, April, May, September, October, November & December. Vendors should arrive prior to time and be set up and ready to sell at 9:00 a.m. Vendors must vacate the premises within one hour of market closing.
- b) Vendor spaces are NOT assigned (with the exception of the December market). Vendors will set up the day of the market on the first come, first serve basis. Vendor set up can begin as early as 7:00 a.m. the day of the market, but must be completed by 8:45 a.m.
- c) Booth spaces **must be paid for a week prior** to the day of the market. No fees or paperwork will be accepted at the market.
- d) Vendors are expected to furnish their own tables, chairs, canopy and any other equipment needed to operate their booth. ***There is no electricity provided.*** *Vendors are not allowed to keep their vehicles parked in customer parking spaces in order to operate their booth.*
- e) Vendors will maintain their booth until the pre-determined time of closing and will not engage in selling prior to Market opening or after Market closing.
- f) Vendors will operate their stands in a safe and sanitary manner, arrange their tables to create an attractive display, keep their areas clear of debris and keep edible products off the ground.
- g) Vendors must be honest and courteous at all times. Disagreements with other vendors, the Market Manager, Board or customers must be handled in a respectful manner. *Vendors failing to abide by these rules will be asked to leave and will not allowed to return to the Flag City Community Market.*
- h) Vendors are individually responsible for conforming to all city, state and federal laws including the securing of any licenses or certifications required for the operation of their Market space and for the items they sell or distribute at the Market. Vendors selling non-consumable items will comply with and satisfy their sales tax obligations.
- i) The Market will be held **rain or shine** at 115 W. Main.

- j) Vendors will clean their sales area and dispose of refuse at the end of each market day. Vendors providing samples of consumable items must provide a waste receptacle for used wrappers, napkins, cups, etc.
- k) All vendors' vehicles must be moved to the back of the courthouse after unloading wares. (This allows parking for customers)
- l) Vendors who cannot attend the *Flag City Community Market* on any particular market day are expected to notify the Market Manager by noon the prior business day. ***Absences without notice may result in space reassignment or termination from the Market.***

VI. RELEASE AND INDEMNIFICATION

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

Please print and include all pages (with signature and pertinent information) in your application packet.

I HAVE READ AND UNDERSTAND THESE RULES AND REGULATIONS AND AGREE TO BE BOUND AND ABIDE BY THEM IF ALLOWED TO PARTICIPATE IN THE EDNA, TEXAS ~ FLAG CITY COMMUNITY MARKET.

Signature of Applicant

Date

Applicant Name (Printed)

Farm or Company Name

Market Manager

Date



Sponsored By The City of Edna

FLAG CITY COMMUNITY MARKET

Vendor Application & Hold Harmless Agreement

PLEASE PRINT/TYPE

Vendor Name: _____

Business/Farm Name (if applicable): _____

Names of any other Sellers at your booth: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____ Website: _____

Do YOU grow or produce ALL your items? Yes _____ No _____

If no please explain: _____

Are any of your items organic or certified organic? Organic _____ Certified Organic _____

Are you selling any processed food items? Yes _____ No _____

Each vendor is responsible for any licenses and/or permits needed for the sale of their items.

Please list all items that you intend to sell at the Market. Items not listed may not be sold at the Market without prior written approval of the Market Manager. If your application is accepted, then we will inform you of which of your listed products may be sold. Add an additional space if necessary.

Vendor space fee is \$20.00 per space.

Each space measures 10 feet wide by 10 feet deep. Number of spaces requested: _____

No Refunds Will Be Given.

Vendor must provide their own set up needs such as tent/ez tent, table, etc. The Market suggests that each vendor use a shade structure such as an ez tent and provide proper tie down to ensure stability.

Vendor spaces are NOT assigned. Vendors will set up the day of the market on the first come, first serve basis. Vendor set up can begin as early as 7:00 a.m. the day of the market, but must be completed by 8:45 a.m. and be ready for the opening of the market at 9:00 a.m.

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

All payments & forms should be brought by Edna City Hall or mailed to Flag City Community Market, 126 W. Main, Edna, Texas 77957.

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

HOLD HARMLESS/INDEMNIFICATION/COPYRIGHT AGREEMENT

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

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

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

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

Signature of Seller or Authorized Representative Printed Name of Person Signing

Title: _____ Date: _____

Items approved for sale: _____

Market Manager: _____ Date: _____

In case of emergency regarding Vendor: _____

Name: _____

Relationship to Vendor: _____ Contact Number: _____

<p>Application Approval Date: _____</p> <p>Approving Market Manager: _____</p> <p>Approved Season Dates: _____</p>

THE COTTAGE LAW

The Texas Cottage Law was enacted and put into effect on September 1, 2013. This law is aimed at those individuals or businesses that wish to sell homemade foods that do not require refrigeration. Anyone wishing to sell these food products must obtain a Food Handler Certification from the State of Texas. The links below may be useful to those that wish to sell these types of products. A copy of the Food Handler Certification card must be presented to the *Flag City Community Market* Board when applying to be a vendor at the market.

TEXAS FOOD SAFETY TRAINING

With the passage of HB 970, all cottage food operators are required to complete an accredited class in Food Handler's Training. Your certification is good for two years.

Texas Food Safety Training (<http://texasfoodsafetytraining.com/>) offers an online course for \$5 plus a supplemental course for cottage food operators.

All Accredited Food Handler's Course in Texas
(<http://www.dshs.state.tx.us/foodestablishments/handler.shtm#training/>)

HB 970 Summary ~ Effective Date: September 1, 2013

1. You may sell the following homemade food items:
 - Baked good that do not required refrigeration, such as cakes, cookies, breads and pastries.
 - Candy
 - Coated and uncoated nuts
 - Unroasted nut butters
 - Fruit butters
 - Canned jams and jellies
 - Fruit pies
 - Dehydrated fruits and vegetables including dried beans
 - Popcorn and popcorn snacks
 - Cereal, including granola
 - Dry mixes
 - Vinegar
 - Pickles
 - Mustard
 - Roasted coffee or herb mixes
2. You must earn \$50,000 or less per year from the sale of the above food items.
3. No health department or local government authority can regulate your production of these items. There are no licenses, registration, or permits required by state law. (With the exception of basic food handler's certification, see item 10.)
4. If DSHS or your local health department has reason to believe your operation poses an immediate and serious health to human life or health, they may take action, including getting a warrant to enter your home, and shutting down your operation.
5. You may sell the food at your home, deliver the food to your customer, or sell your food at the following locations: farmers' markets, farm stands, or municipal, county or nonprofit fairs, festivals, or events.
6. Your food must be packaged in a way that prevents the products from becoming contaminated, items that are too large or bulky for conventional packaging, like wedding cakes or cupcake bouquets, are not required to be packaged.

7. Your food must be labeled according to the labeling requirements (/FAQ/LabelingFAQ.aspx). The label must be affixed to the package, except for items that are too large or bulky for packaging; in that case the label may be incorporated into the invoice.
8. You may not sell your food over the internet (for example: Etsy), and you may not ship your product.
9. You may not sell wholesale: in other words, you must sell your product directly to the end customer. You may not sell your food to a reseller such as a grocery store, restaurant, or coffee shop.
10. You must obtain a food handler's card:

(/Resources/FoodHandlersCertification.aspx) prior to selling your food. If you have anyone assisting you in the preparation of your product, such as an employee, they must also obtain a card if at any time they will be unsupervised by you. This does not include members of your household.
11. You may not sell any food which requires time and temperature control to prevent spoilage-this is known as a "potentially hazardous food." However, you may use potentially hazardous products in your food, like milk, eggs, and cream, as long as your FINAL PRODUCT does not require refrigeration (cakes, cookies, candy, etc).
12. No municipal zoning ordinance can prevent you from having a cottage food operation in your home. However, your neighbors can still take action against you if your business becomes a nuisance to them.

CHAPTER 437, HEALTH & SAFETY CODE

The Texas Cottage Food Law is contained entirely in Chapter 437 of the Texas Health and Safety Code.

<http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.43.htm>)

FAQ'S ABOUT COTTAGE FOOD OPERATIONS FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES

<http://www.dshs.state.tx.us/foodestablishments/cottagefood/>

