

THE MARKET AT TOWN SQUARE GUIDELINES

VISION

The Baytown Parks and Recreation Department is committed to offering a Market located at the Baytown Town Square to support local consumers, farmers, artists, upstart businesses, more community involvement with local talent, youth entrepreneurs and non-profit groups.

MISSION STATEMENT

The Market at Town Square's mission is to support our community's healthy lifestyle choices by providing our customers with Vendors who bring to the Market quality, locally-produced agricultural foods and locally-made products using locally-sourced agricultural ingredients when possible, and whose Vendors honestly communicate to the customers their practices, techniques, and ingredients, while also supporting the great State of Texas' local, small farmers, businesses and entrepreneurs.

DEFINITION OF VENDOR CATEGORIES

Farmers: Fruits, vegetables, herbs, flowers, other agricultural and horticultural products. Honey sales are included.

Backyard Gardener: Local residents with seasonal produce from their backyard may participate in a community booth at no charge.

Farmers and Baytown Backyard Gardeners are responsible for cleaning produce before displaying them.

1. A designated produce wash station will be provided at Town Square for the duration of the Farmers Market. Contact market personnel for location.
2. No reselling allowed.
3. Vendors with fruits and vegetables labeled as organic must carry the USDA organic seal.
4. Vendors must show proof of the USDA organic certification. Guidelines are available at www.ams.usda.gov/nop/nop/standards.html.
5. Any produce leftovers need to be placed in the dumpster provided by Baytown Parks and Recreation.
6. Sales price of the displayed produce must be visible and easy to read for the customer.

Honey for wholesale or over the internet must be processed and properly labeled by an entity that has a food manufacturer's license. Please visit <http://dshs.texas.gov/foods/forms.aspx> for more information.

Exemptions: "Small honey producers", defined as a beekeeper that:

1. Produces less than 2500 pounds of honey each year.
2. Sells the honey personally or honey is sold by an immediate family member.
3. Produce from a hive located in Texas and owned and managed by that beekeeper.
4. Delivers the honey or honeycomb to the consumer or sells it directly to the consumer at the beekeeper's home, another designated location or at a farmer's market, a farm stand or a municipal, county or nonprofit fair, festival or event.
5. In addition to standard required labeling (name of the product, net weight statement and name and address of business) all containers must have an additional statement, "Bottled or packaged in a facility not inspected by the Texas Department of State Health Services".

6. Honey producers who do not meet the definition of “small honey producer” as outlined in Senate Bill 1766 will have to license as a food manufacturer and will be subjected to regulation under the Current Good Manufacturing Practices (GMPs).

Cottage Food: The Market at Town Square will observe the “Cottage Food” regulations defined by the Texas Department of State Health Services. Please read the “Cottage Food Production Operation” for further information by visiting <http://www.dshs.state.tx.us/foodestablishments/cottagefood/faq.aspx>.

1. A vendor who operates a cottage food production operation must successfully complete a basic food safety education or training program for food handlers accredited under Health and Safety Code, Chapter 438(D) by January 1, 2014. Please find attached a list of contacts regarding the food handler training.
2. Vendors with products labeled as organic must carry the USDA organic seal. Vendors must show proof of the USDA organic certification. Guidelines are available at www.ams.usda.gov/nop/nop/standards.html
3. Foods sold by a cottage food production operation must be packaged and labeled. The food must be packaged in a manner that prevents product contamination, except for foods that are too large and or bulky for conventional packaging. The labeling information for foods that are not packaged must be provided to the consumer on an invoice or receipt. The label must include:
 - a. The name and address of the cottage food production operation.
 - b. The common or usual name of the product, if a food is made with a major food allergen, such as eggs, nuts, soy, peanuts, milk or wheat that ingredient must be listed on the label.
 - c. A statement: “This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department.”
 - d. The labels must be legible.
4. No reselling allowed.
5. Cottage Food Vendors booths will be positioned together unless otherwise announced by Market Management.

Artisan/Craft Vendors: Handmade goods produced by vendor.

1. Artisan/Craft vendors booths will be positioned together unless otherwise announced by the Market Management.
2. Artisan/Craft vendors may not sell agricultural or cottage food products at the same booth. An additional booth in the produce and cottage food products area may be requested.
3. All items must be handmade by the vendor.

Value Added Vendor: Taking a basic agricultural product and adding to it for variety and value.

Green/Sustainable Living Products: Vendors with items that encourage self-sustainable living and green practices may participate in the market on a first come-first serve basis by reservation in advance. (Example: “Green” household cleaners, rain barrels, compost, etc.)

Non-profit Entities/Community Organizations: A 501(c)(3) non-profit organization may participate in the market at no charge on a first come-first serve basis by reservation in advance. *Use the ARTISAN application.* This booth can be used to give out information about your organization or used as a fundraiser.

In your application, you must be as transparent and detailed as possible about your operation's methods, ingredients and philosophy. We value honesty and a commitment to local, sustainable systems. We place priority on vendors who hold at least one of the following certifications: Certified Naturally Grown, Certified USDA Organic or Humane Certified. Please indicate if you hold a certification and provide a copy of your most recent certificate with your application.

NEW! YOUNG ENTREPRENEURS: We are offering the local youth the opportunity to see what business is all about. ***Use the ARTISAN application*** There will be a total of 3 booth spaces for Young Entrepreneurs (ages 5-16) each month on a first come first serve basis. Youth vendors may have a booth in consecutive months, but priority is given to those who have not had a booth before. Management has the discretion to select. The booth should be manned by the youth with products made by them. The products can be cottage food and must comply with Texas Cottage Laws.

THE MARKET AT TOWN SQUARE RULES

I. GENERAL

1. All documents required by The Market at Town Square (TMATS) including Market Rules Contract, Vendor Application, Certificate of Liability Insurance (strongly recommended for all Market vendors), Hold Harmless Agreement (signed by every party working The Market) must be signed (if document requires signature) and submitted to the Market Management prior to participating in the TMATS. Submission of the Vendor Application does not guarantee acceptance to TMATS. Vendor will be contacted once the Application has been reviewed.

- i. All vendors must comply with all applicable city, county, state, and federal health regulations and permits at all times. It is each vendor's responsibility to provide current copies to Market Management as well as to keep copies at the market to be available for inspection by government/ municipality officials.
- ii. The vendor must be knowledgeable about the product, how it is used, grown or produced and be able to clearly communicate to customers.
- iii. Vendors must represent their products in honest and non-deceptive manner at all times, both in written form on signs and in oral form during conversation.
- iv. Every vendor should be prepared for all types of weather including cover for rain or sun and weights for winds.

2. TMATS will be held the 3rd Saturday of every month year-round at the Baytown Town Square, located at 213 W. Texas Avenue, Baytown, Texas 77520. If Market Day falls on a holiday, Vendor will be advised if TMATS will be closed that day.

3. Currently there are no monthly booth fees. The TMATS Management will notify Vendor of its intention to charge monthly booth fees of \$20.00 for markets where the required notice of absence was not given. Currently there is no annual fee.

4. TMATS will typically be held, rain or shine. However, in the case of extreme inclement weather occurring (sustained high winds, lightening, flooding, etc.) appropriate decisions will be made by the TMATS Management as to cancelling the market, delaying the market, closing the market early, etc. The safety of our vendors and customers is of the utmost importance. Personal safety, however, is ultimately each individual's responsibility. In that regard, we encourage our vendors to take responsibility for their own personal safety at all times.

5. The TMATS Management will send a monthly "roll call" email to vendors that will contain pertinent information regarding the market, as well as a request for Vendor to confirm attendance at that month's market. For planning purposes, Vendor is expected to respond to the "roll call" email no later than Monday evening before that month's market. At the very latest, Vendor is expected to contact the TMATS Management, via email, no later than 5:00 pm on the Friday before that month's market on Saturday if Vendor intends to be absent from TMATS that week. If an emergency arises, Vendor is expected to notify the TMATS Management as soon as possible. If Vendor consistently disregards this rule, the TMATS Management will a) notify Vendor of its intention to charge \$20.00 monthly booth fees for markets where the required notice of absence was not given, (This fee is to be paid directly to

the Baytown Parks and Recreation Department no later than 3:00 p.m. on the Monday before market day or b) no longer allow Vendor to participate in TMATS.

6. While the success of the farmers market relies heavily on a well-rounded variety of quality products, it also relies on dependable and consistent vendors. It is understood that Vendor may not have someone available to cover the booth 100% of the market days. However, for the well-being of TMATS and its customers if Vendor has regular or frequent absences from TMATS the TMATS Management may determine that it is not in the best interest of TMATS and its customers to allow Vendor to continue participating in TMATS. Please consider that TMATS customers will become regular and loyal customers if they are able to depend on the Vendors to be consistently present at TMATS.

7. Suggested: Vendor is required to carry their general liability and product liability insurance policy. TMATS does not provide this coverage. TMATS should be listed as an additional insured on the policy and reflected on the Certificate of Liability Insurance as follows:

The Market at Town Square -City of Baytown- 213 W. Texas Ave, Baytown, TX 77520

II. VENDOR CODE OF CONDUCT

8. TMATS prohibits discrimination on the basis of race, color, creed, national origin, age, disability, gender, marital status, familial status, religion, sexual orientation, veteran status, uniform service member status, socio-economic status, and any other protected class under federal, state, or local law.

9. TMATS prohibits the following inappropriate conduct: sexual innuendoes, lewd remarks, threats, epithets, derogatory comments, visual depictions of objectionable subjects, unwelcome jokes, and teasing.

10. TMATS prohibits ALL discrimination, harassment, and inappropriate conduct in ANY form including verbal, non-verbal, and physical unwanted acts, including, but not limited to, e-mail, voicemail, text messages, and messages via social media. Discrimination, harassment, and inappropriate conduct at The Market at Town Square will not be tolerated. Any incidences of discrimination, harassment, or inappropriate conduct should be reported to the TMATS Management. Violations of the Vendor Code of Conduct may result in the expulsion of the Vendor from TMATS.

11. Compliance of the TMATS Market Rules Contract will mitigate the need for the “micro-management” of activities and practices of each individual Vendor. Compliance of the TMATS Market Rules Contract will make it feasible for TMATS to work as a community, within a community, for everyone’s benefit. If, however, the TMATS Management determines that Vendor has violated the TMATS Market Rules Contract, the TMATS Management will discuss the violation with Vendor. If Vendor continues to violate the TMATS Market Rules Contract, the TMATS Management may decide to suspend or expel Vendor from participating in future TMATS markets.

12. If Vendor should have a complaint or a suggestion pertaining to the TMATS Market Rules Contract and/or market operations, Vendor should submit the complaint or the suggestion in writing to the TMATS Management (email preferred). It is likely to be difficult to discuss and address matters appropriately during the market, unless of course, it is imperative that the matter be addressed immediately. In that case, Vendor is urged to find the TMATS Management to discuss the urgent matter.

III. PRODUCTS

13. Only items that have received Prior Approval from the TMATS Management will be allowed to be sold by Vendor. “Prior Approval” includes products that are listed on the Vendor Application or on an Amended Vendor Application and approved to be sold at TMATS. An Amended Vendor Application must be submitted and approved by the TMATS Management for ANY changes to the original Vendor Application (including additional products to be sold or products no longer sold).

14. Farmers, growers, ranchers, producers of agricultural products can only offer products grown or produced within a 150 mile radius of Baytown Town Square.

15. Value-added Product Vendors should use ingredients sourced from an agricultural producer who is located within 150 miles of Baytown Town Square, when feasible. Preference may be given to a vendor’s application that makes a good faith effort to use locally sourced ingredients over a like-vendor’s application that does not use locally sourced ingredients at all.

16. All products sold at TMATS must comply with federal, state, and local laws and requirements pertaining to the labeling of the products. Only certified organic growers may use the word “organic”.

17. All TMATS Vendors must agree to allow the TMATS Management and/or TMATS Assistant Management to inspect their farm(s) and/or production facilities prior to selling, and from time to time. If a Vendor objects to this rule, TMATS is not the appropriate venue for that Vendor.

18. NO RE-SELLING IS PERMITTED. If Vendor does not produce their products, TMATS is not the appropriate venue for the Vendor.

19. An agent for Vendor may sell approved products at the market as long as: a) Vendor’s name and contact information are reflected on the product and signage; b) Vendor and their agent comply with the TMATS Market Rules Contract; and c) Vendor takes full responsibility for ensuring their agent is familiar with the TMATS Market Rules Contract and the TMATS Management’s status emails.

20. Vendor must not represent their products in any way other than truthfully and transparently. False advertising, whether orally conveyed or conveyed by labeling or signage, is strictly prohibited. It is the intention of TMATS only to include vendors in their market who are honest and who are not deceptive about their products and practices with both TMATS customers and the TMATS Management.

IV. PERMITS, LICENSES, HEALTH DEPARTMENT REQUIREMENTS

21. It is the responsibility of Vendor to know if its business and/or their products require specific permits and/or licenses to operate at TMATS. All TMATS Vendors are required to hold and maintain any such permits and/or licenses to participate in TMATS.

22. It is Vendor’s responsibility to provide current copies of any and all permits and/or licenses to the TMATS Management, as well as to keep current copies with them at the market to provide to health department inspectors upon request. The TMATS Management will keep copies of Vendor’s applicable permits and licenses in their files.

23. Vendor can expect occasional visits from City of Baytown Health Department inspectors at TMATS. Vendor must be in compliance with the regulations that pertain to the sale of its products. Vendor must comply with all applicable health department regulations for handling, selling, and distributing food, INCLUDING THE DISTRIBUTION OF PRODUCT SAMPLES AT TMATS. Non-compliance of federal, state, and/or local regulations pertaining to Vendor's product(s) will likely result in the suspension of Vendor's participation at TMATS. For questions regarding applicable health department requirements and regulations, you may contact: Baytown Health Department, at 281-420-5384

Food Sampling: All vendors wishing to provide samples must:

1. Distribute the samples in a sanitary manner.
2. Wash any produce intended for sampling with potable water to remove any visible dirt or contamination. (A designated produce wash station will be provided at Town Square for the duration of the Farmers Market.)
3. Wear clean, disposable plastic gloves or observe proper hand washing techniques at all times while handling the samples.
4. Use smooth, nonabsorbent, and easily cleaned (i.e. metal or plastic) utensils and cutting surfaces for cutting samples, or use disposable utensils and cutting surfaces.
5. Maintain any samples and remaining produce at or below 41°F or discard within two hours after cutting or preparation.

V. MARKET DAY

24. Currently there is no monthly fee for a Vendor's booth space, which is 10 feet wide and 10 feet deep (10'X10'). The TMATS Management may permit a Vendor to occupy more than one booth space if the amount of product justifies it and if TMATS can accommodate it. Requests for additional booth space must be made in writing, in advance.

25. Booth assignment will be determined by the TMATS Management in the best interest of all vendors, customers, and TMATS. The TMATS Management will consider the needs of Vendors and accommodate them to the extent possible. Booth assignments are subject to change at the discretion of the TMATS Management.

26. Vendor will supply their own canopy, canopy weights, tables, table covering, and seating. TMATS prefers canopies with the legs straight down, as opposed to the canopies with legs that slant out. Too much valuable space is lost with the slanted legs.

27. When Vendor arrives to set up for the market, between 8:00-9:30am, (or 3:30-5:30pm for July and August Markets) Vendor must drive to assigned streets and unload, then park their vehicle in the vendor parking area. Vendor MUST NOT set up their booth space until their vehicle has been moved from the market area. Before moving their vehicle, Vendor IS allowed to set up their canopy ONLY (with weights attached), to protect their product from sun or rain. At 2:00 p.m. (or 10:00pm for July and August Markets) unless instructed otherwise by the TMATS Management) Vendor is allowed to break everything down, and THEN bring their vehicle into the loading area. If Vendor chooses to protect their product from the weather, they may leave their canopy up (with weights attached) while they bring their

vehicle into the market area. The purpose of this rule is to move Vendor vehicles in and out of the market area quickly.

28. Vendor must have everything unloaded into their booth space and the vehicle moved to the Vendor parking lot **no later than 9:30 a.m. (or 5:30m for July and August Markets)** If Vendor arrives at TMATS after 9:30 a.m. (or 5:30pm for July and August Markets) Vendor **MUST** be prepared to carry their equipment and product to their booth space from the vendor parking area. Vendor must not expect others to stop their market preparations to assist. If the Vendor is late, the Vendor should be prepared by bringing a dolly or wagon to haul their equipment and product to their booth space.

29. Canopy weights of at least 30 lbs. per leg are required every day of TMATS, **no exceptions**. The vendor is responsible for supplying their canopy weights. Forgetting weights is not an excuse to participate in TMATS without weights. TMATS will have no additional weights available for Vendors. Regardless of how unfortunate for the Vendor, the TMATS customers, and TMATS it may be, Vendor **WILL NOT BE ALLOWED TO SET UP** without the required weights. Weights must be attached to the canopy as soon as the canopy is set up and once the weights are removed from the canopy, the canopy must be taken down. It is unacceptable to set up products and equipment in the booth space first, and then attach the weights. Likewise, it is unacceptable to remove the weights if the canopy is not ready to take down. Bungee Cord is not acceptable for attaching weights to canopies. **You may not use stakes to tie off you canopy due to the artificial turf.** Inadequately weighted canopies and disk weights are destructive and can create a dangerous situation for customers and vendors. If a vendor is unsure about acceptable weights vs. unacceptable weights, please provide the TMATS Management with photos and descriptions of the weights you intend to use at TMATS (in advance of the market), and the TMATS Management will gladly confirm whether or not the weights are sufficient.

30. Vendor must display a large sign or banner identifying its farm or business name.

31. If Vendor is working alone and needs to leave their booth to go to the bathroom, Vendor should let the TMATS Management know so the booth will not be left unattended.

32. Vendor is responsible for their own trash receptacle. If Vendor offers samples, it **MUST** have a trash receptacle at their booth, and they must remove all trash from their booth space upon leaving the market. Booths and equipment are to be kept clean, safe, and hazard-free at all times.

33. Vendor must conduct themselves in a courteous and professional manner at all times. Vendor is expected to treat customers, fellow vendors and TMATS management respectfully and professionally. No loud or aggressive promotion is permitted. Radios or stereos will only be operated with TMATS Management's permission.

34. Smoking, and illegal drugs are strictly prohibited at TMATS.

35. Electricity is not available at TMATS. The use of a generator by Vendor must be approved by the TMATS Management in advance and requires necessary permits.

36. Vendors will not be allowed to have personal pets (except for service dogs) at TMATS. It has been observed at many farmers markets over the years that not all pet owners are responsible pet owners. Likewise, leaving a pet in a vehicle while attending TMATS is not an acceptable option either. If the TMATS Management learns that a Vendor's pet is in its vehicle or booth space during TMATS, the

vendor will be asked to leave TMATS and will be suspended from future markets. Some exceptions may apply. **Dogs are allowed in the park.**

37. Young children must be supervised at all times. This means that if Vendor brings their young child to TMATS, the child is required to stay at Vendor's assigned booth space with Vendor/Parent. If the child leaves Vendor's assigned booth space, Vendor/parent must accompany the young child. Therefore, it is not advisable for a Vendor to bring their young child to TMATS if the Vendor/Parent does not have someone there to help with the young child. Supervising a Vendor's young child also includes ensuring that the child is not interfering with another Vendor's sales, products, and booth space, generally. A Vendor/parent should not expect another Vendor to supervise its young child so the Vendor/parent can serve its customers. Each Vendor is there to conduct its own business and should not feel obligated to care for another Vendor's child during TMATS.

VI. TAX PERMIT REQUIREMENTS

38. Sales Tax: Vendors must comply by all tax permit guidelines. Each vendor is responsible for reporting all taxable sales to the state comptroller's office. For any questions regarding sales tax permits, please contact the office of the comptroller of public accounts at 1-800-252-5555 or visit the website comptroller.texas.gov.

VII. INDEMNIFICATION

39. Each Vendor shall indemnify, keep and save harmless The Market At Town Square, its officers, employees, representatives, agents, volunteers, Managements, assistant Managements, and affiliates (the "Indemnified Parties") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters") of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with Vendor's participation in The Market At Town Square. Vendor's indemnification obligations shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Vendor shall not be obligated to The Market at Town Square, for their sole negligence.

Revised 2/9/2023

TMATS MARKET RULES CONTRACT

I, my company, my employees and/or agents will abide by the TMATS Market Rules Contract as set forth above. I understand that non-compliance of any rules set forth in the TMATS Market Rules Contract may result in my suspension or expulsion, my company's suspension or expulsion, and my employees' and/or agents' suspension or expulsion from The Market at Town Square at Baytown Town Square. My signature below indicates that I fully understand ALL of the rules as set forth in the TMATS Market Rules Contract.

Signature of Owner/Vendor or Representative
With Authority to Sign Binding Contracts on
Behalf of the Owner/Vendor

Printed Name of Owner/Vendor or
Representative with Authority to Sign
Binding Contracts on Behalf of the Owner/Vendor

Dated: _____

Signature of Owner/Vendor or Representative
With Authority to Sign Binding Contracts on
Behalf of the Owner/Vendor

Printed Name of Owner/Vendor or
Representative with Authority to Sign
Binding Contracts on Behalf of the Owner/Vendor

Dated: _____