

BAYTOWN FARMERS MARKET GUIDELINES

VISION

The Baytown Parks and Recreation Department is committed to offering a Farmers Market located at the Baytown Town Square to support local consumers, farmers, artists, and entrepreneurs.

MISSION STATEMENT

Baytown Farmers Market's mission is to support our community's healthy lifestyle choices by providing our customers with Vendors who bring to the Baytown Farmers Market (BFM) 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: Baytown residents with seasonal produce from their backyard may participate in a community booth at no charge. Gardeners must contact Market Management via email to provide proof of residence in advance (i.e. water bill or HCAD listing).

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.
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 Baytown Farmers Market 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/foode establishments/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.

Artisan/Craft Vendors: Handmade goods produced by vendor.

1. Artisan/Craft vendors will be positioned around the fountain 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.

BAYTOWN FARMERS MARKET RULES

I. GENERAL

1. All documents required by Baytown Farmers Market (BFM) including Market Rules Contract, Vendor Application, Certificate of Liability Insurance (strongly recommended for all BFM vendors), Hold Harmless Agreement (signed by every party working BFM) must be signed (if document requires signature) and submitted to the BFM Management prior to participating in the Baytown Farmers Market at Baytown Town Square (“BFM”). Submission of the Vendor Application does not guarantee acceptance to BFM. 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. BFM 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 BFM will be closed that day.

3. Currently there are no monthly booth fees. The BFM 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. BFM 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 BFM 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 BFM 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 BFM 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 BFM that week. If an emergency arises, Vendor is expected to notify the BFM Management as soon as possible. If Vendor consistently disregards this rule, the BFM 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 BFM.

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 BFM and its customers if Vendor has regular or frequent absences from BFM the BFM Management may determine that it is not in the best interest of BFM and its customers to allow Vendor to continue participating in BFM. Please consider that BFM customers will become regular and loyal customers if they are able to depend on the Vendors to be consistently present at BFM.

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

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

II. VENDOR CODE OF CONDUCT

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

10. BFM 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 Baytown Farmers Market at Baytown Town Square will not be tolerated. Any incidences of discrimination, harassment, or inappropriate conduct should be reported to the BFM Management. Violations of the Vendor Code of Conduct may result in the expulsion of the Vendor from BFM.

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

12. If Vendor should have a complaint or a suggestion pertaining to the BFM Market Rules Contract and/or market operations, Vendor should submit the complaint or the suggestion in writing to the BFM 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 BFM Management to discuss the urgent matter.

III. PRODUCTS

13. Only items that have received Prior Approval from the BFM 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 BFM. An Amended Vendor Application must be submitted and approved by the BFM 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 BFM 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 BFM Vendors must agree to allow the BFM Management and/or BFM 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, BFM is not the appropriate venue for that Vendor.

18. NO RE-SELLING IS PERMITTED. If Vendor does not produce their products, BFM 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 BFM Market Rules Contract; and c) Vendor takes full responsibility for ensuring their agent is familiar with the BFM Market Rules Contract and the BFM 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 BFM only to include vendors in their market who are honest and who are not deceptive about their products and practices with both BFM customers and the BFM 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 BFM. All BFM Vendors are required to hold and maintain any such permits and/or licenses to participate in BFM.

22. It is Vendor’s responsibility to provide current copies of any and all permits and/or licenses to the BFM Management, as well as to keep current copies with them at the market to provide to health department inspectors upon request. The BFM 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 BFM. 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 BFM. 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 BFM. 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 BFM Management may permit a Vendor to occupy more than one booth space if the amount of product justifies it and if BFM can accommodate it. Requests for additional booth space must be made in writing, in advance.

25. Booth assignment will be determined by the BFM Management in the best interest of all vendors, customers, and BFM. The BFM 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 BFM Management.

26. Vendor will supply their own canopy, canopy weights, tables, table covering, and seating. BFM 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 6:00 a.m. – 7:30 a.m., 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 12:00 p.m. (no earlier, unless instructed otherwise by the BFM 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 7:30 a.m.** If Vendor arrives at BFM after 7:30 a.m., Vendor **MUST** be prepared to carry their equipment and product to their booth space. 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 BFM, NO EXCEPTIONS. The vendor is responsible for supplying their canopy weights. Forgetting weights is not an excuse to participate in BFM without weights. BFM will have no additional weights available for Vendors. Regardless of how unfortunate for the Vendor, the BFM customers, and BFM 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. DISK or PLATE WEIGHTS ARE NOT ALLOWED AT BFM AT ALL. 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 BFM Management with photos and descriptions of the weights you intend to use at BFM (in advance of the market), and the BFM 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 BFM 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 BFM management respectfully and professionally. No loud or aggressive promotion is permitted. Radios or stereos will only be operated with BFM Management's permission.

34. Smoking, the consumption of alcohol, and illegal drugs are strictly prohibited at BFM.

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

36. Vendors will not be allowed to have personal pets (except for service dogs) at BFM. 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 BFM is not an acceptable option either. If the BFM Management learns that a Vendor's pet is in its vehicle or booth space during BFM, the vendor will be asked to leave BFM 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 BFM, 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 BFM 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 BFM.

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 Baytown Farmers Market, 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 Baytown Farmers Market. 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 Baytown Farmers Market, for their sole negligence.

Revised 12/10/2020

BFM MARKET RULES CONTRACT

I, my company, my employees and/or agents will abide by the BFM Market Rules Contract as set forth above. I understand that non-compliance of any rules set forth in the BFM 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 Baytown Farmers Market at Baytown Town Square. My signature below indicates that I fully understand ALL of the rules as set forth in the BFM 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: _____