

Melissa Farmers Market Rules of Operation and Vendor Application 2017

Vendor Application

1. All persons wanting to sell goods, food or other items at the Melissa Farmers Market must agree to comply with the following rules and show their agreement by signing the combined application and Rules of Operation forms.
2. State of Texas Cottage Food Production Operations requirements are the responsibility of the vendor. See <http://www.statutes.legis.state.tx.us/Docs/HS/htm/HS.437.htm>
HEALTH AND SAFETY CODE, TITLE 6. FOOD, DRUGS, ALCOHOL, AND HAZARDOUS SUBSTANCES
SUBTITLE A. FOOD AND DRUG HEALTH REGULATIONS
CHAPTER 437. REGULATION OF FOOD SERVICE ESTABLISHMENTS, RETAIL FOOD STORES, MOBILE FOOD UNITS, AND ROADSIDE FOOD VENDORS and HB 970
<http://www.legis.state.tx.us/tlodocs/83R/billtext/html/HB00970F.htm>
3. Review and approval of sampling procedures must be done with the market manager at least five (5) business days prior to the first vendor-planned sampling date.
A sample of Labeling FAQ's is here:
<http://texascottagefoodlaw.com/Resources/Sample-Label>
4. Copies of all licenses and/or permits required by federal, state or local law must be provided. An example of a Food Handler Certification is located here
<http://texascottagefoodlaw.com/Resources/Food-Handlers-Certification>
This is not an endorsement of the site, it is just an example.
5. Vendors shall post one (1) copy of their Sales Tax Certificate, if applicable, with their application and post another copy at the site. It is the vendor's sole responsibility to comply with all of the State Comptroller's requirements and other applicable laws, ordinances and regulations relating to sales tax. See the following for descriptions:
http://comptroller.texas.gov/taxinfo/taxpubs/tx96_280.pdf
6. By signing these documents, vendor acknowledges:
 - a. Having received a copy of the required Melissa Farmers Market application and Rules of Operation.
 - b. Having acquired and read the State of Texas Cottage Food Production Operation information and referenced any applicable permits, licenses, certificates and rules from the State of Texas web sites, if applicable.
 - c. Having read these agreements.
 - d. Having understood the rules, agreements and forms.
 - e. Agreeing to abide by these rules, agreements and forms.
7. Vendors must submit the application and forms no more than five (5) business days prior to the market in order to participate in that date's market.

8. The Melissa Farmers Market is defined as a designated location used primarily for the distribution and sales directly to consumers of food by farmers or other products. The products offered for sale should come from within one hundred (100) miles of the City of Melissa. Vendors should know their product sources and each product's growing and manufacturing conditions. Exceptions to this rule must be proposed five (5) business days prior to the Melissa Farmers Market dates through the market manager.

Vendor Application and Participation Fees

1. 2016 vendors will have no weekly fees for 2017.
2. 2017 vendors:
 - a. There will be no weekly fees for the 2017 season for full-year (minus 2 absences) vendors.
 - b. Vendors coming less than full-year dates (minus 2 absences) may be subject to \$10 per date fees.
3. The vendor application fees and participation fees shall be recalculated for future years.

Melissa Market Rules of Operation

1. The Melissa Farmers Market operates the 2nd and 4th weekends from March 11 through October 28, 2017 in an around the City of Melissa City Hall building, 3411 Barker Avenue, Melissa, TX 75454. Additional monthly markets may be scheduled for November and December, 2016 and do not count toward the full-year contract of dates. The hours of operation are from 9:00 AM until 12:00 PM, with an optional 8:00 AM early bird set-up. Vendors may begin arriving at 7:00 AM to set up and must be ready to greet their customers for the opening of the market at 8:45 AM. No vendor setup is allowed after 8:30 AM. The market manager may walk through any week and ask questions and review market items, setup and safety compliance.
2. Vendors may drive up to their spaces only on city streets, not sidewalks. Vendors must park their vehicles/trailers in the west parking, behind the building, only in designated parking spots. Vendor parking should be as far west as possible or on Cardinal Drive. There is no parking along the curb or in the grass anywhere. Once the market has opened from 8:00 for early bird sales, no moving vehicles shall be allowed in the central market area, Barker Avenue.
3. A standard vendor space is ten (10) feet by ten (feet) on the east side of the City of Melissa City Hall building. Additional space must be arranged five (5) business days in advance from the market manager. Vendor space and needs should be discussed in advance with the market manager, although final decision of location rests with the market manager.
4. Vendors wanting to reserve regular space at the market for the season shall so indicate on the application form. A vendor shall forfeit the reserved space if the vendor misses three (3) market days without providing two (2) weeks prior notice, which is acknowledged by the market manager.

5. Designation and allocation of vendor spaces are the responsibility of, and provided at the discretion of, the market manager and are subject to change at any time without notice, if the market manager deems it necessary. Spaces are assigned as the applications are received and approved, until the market is at capacity.
6. Electricity is extremely limited and must be arranged five (5) business days in advance of the desired market dates with the market manager. Vendors are responsible for their own refrigeration equipment and the safety of the market customers. Vendors must comply with refrigeration requirements of Texas statute.
7. Vendors must supply their own tents, tables, chairs, space signage, refrigeration, storage and all materials and containers for customer sales.
8. If a vendor is using a tent, it must be securely anchored to prevent it from becoming loose due to wind or inclement weather. The tent must be anchored at all times with a minimum of 20 pounds of weight must be attached to each tent leg. Failure to do so will be cause for immediate dismissal from the market or immediate removal of the tent.
9. Vendors must bring their own trash containers and must remove their own and their customer's trash and containers from the site at the end of the market day. There are no bulk trash receptacles available and the city trash dumpsters to the south of the building should not be used. Vendors must clean their spaces at the end of each market and must vacate their space no later than 1:00 PM each market day. There shall be a \$50 fee per space when a market representative deems the vendor area to not be cleaned. This fee must be paid before the vendor can participate in the market again.
10. Vendors shall be solely responsible for keeping their space and all areas in and about their vendor space(s) clean and free of any conditions of an unsafe or dangerous nature.
11. Vendors must bring their own potable water to use in any approved sampling and must remove the waste water from the premises.
12. Vendors must display their identifying farm/business name and their vendor number clearly in sight for the public and the market manager. Any additional signage for the site/vendors outside of their vendor space must comply with City of Melissa sign ordinances and must be approved by the market manager.
13. Vendors are responsible for damage to shrubbery, trees, building, poles, grass, irrigation lines or cement/curbs as a result of their market materials or supplies.
14. Vendors shall be solely responsible for damages resulting from the sale of unsafe or unsound goods, food and other items at the market. All items intended for human consumption shall be kept off the ground at all times and be kept in safe and sound conditions.
15. Vendors may not sell or bring any live animals, birds, reptiles or pets to the market.
16. No alcoholic beverages (excluding wine when sold by an approved winery with appropriate TABC permitting), or smoking (including e-cigarettes and paraphernalia) or drugs or drug related paraphernalia will be allowed at or sold through the market.
17. Violations of the rules and/or complaints that arise should be reported immediately to the attending site coordinator or market manager. Such violations and complaints shall

be evaluated by the market manager and may be resolved by the market manager or referred to the City of Melissa City Manager for resolution. Appeals of decisions shall be made to the City Manager for final resolution, who has final authority over all matters.

18. Violation of any provision of the Market Rules of Operation shall constitute a material breach and default by the vendor. The breaching vendor shall be required to vacate the market immediately as directed by the site manager or market manager. Failure to vacate may subject the vendor to civil and criminal remedies, including, but not limited to remedies arising from civil and criminal trespass.
19. The market manager reserves the right to cancel any vendor's participation at any time and without notice if the vendor is found to be in violation of any market rule or eligibility requirements.
20. The City of Melissa reserves the right to revise the Market Rules of Operation at any time and shall provide notice of such revision to vendors.
21. Presenting a completed application does not guarantee acceptance of a vendor into the Melissa Farmers Market.
22. Vendor understands that other vendors participating in the Melissa Farmers Market may, and some will, have identical or like products to those available from vendor's own business.
23. Vendor authorizes the City of Melissa staff or designees to take photos/videos of vendors, items and booth space and to use such photos/videos without recompense for market advertising purposes in print, video and online.
24. Vendor spaces must be supervised at all times by adults age 18 and over. Younger children may not be left alone without vendor supervision.
25. Emergency procedures – Collin County Sheriff Dispatch takes these calls on Saturdays. Provide the address as 'City of Melissa City Hall building OR grounds, 3411 Barker Avenue, Melissa, TX 75454.' East side of the building faces the pond, west side of the building faces the new park.
 - a. If there is a potentially volatile situation or theft or physical altercation with a customer, attendee or vendor:
 - i. Immediately call 911 and inform the dispatch to send a Melissa police car to the location.
 - ii. Then notify market manager or site coordinator. Do not place yourself in a potentially volatile situation.
 - b. In the event of a medical emergency or possible injury or medical emergency with a customer, attendee or vendor:
 - i. Immediately call 911 and inform the dispatch to send a Melissa rescue squad to the location.
 - ii. Then notify market manager or site coordinator. When in doubt, call 911.
 - c. Regarding weather, high winds, lightning or severe storms.
 - i. Market manager will consult the following site – weather.com/weather/hourbyhour/I/USTX08691:1:US

- ii. Vendors should use their own discretion to choose to attend the market. It is the vendor responsibility to notify the market manager before 7:00 AM if they are not attending that week due to weather. Vendor MUST receive an email or text acknowledging their cancellation in order for this absence to not be counted as a non-participating event.
- iii. Market manager will generally move those vendors that are conducive to inside sales into the City of Melissa building at the manager's discretion for that day's event.
- iv. In the event of severe weather at the City of Melissa site, vendors and patrons will be directed to the safe areas inside the City of Melissa building (under the stairwells). Vendors and patrons should not travel during severe weather.

Acknowledgement and Indemnity Statement

I, the undersigned, certify that the statements made by me are true, complete, and correct to the best of my knowledge. I agree to abide by the Melissa Farmers Market Rules of Operation. I understand that any misstatement or omission of facts in this application may be cause for rejection of this application and/or cancellation of a prior approval of an application.

I, the undersigned, understand and agree to keep and maintain my vendor space(s) and all areas in and about said vendor space(s) clean and free of debris and any conditions that might result in or cause injury to myself and any other persons or parties or damages to or destruction of property. I also understand and agree that I am solely responsible and assume entire responsibility and liability for any claim or action based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the condition and quality of any and all products, produce, wares or matters of any kind that I may produce, market, display, serve and/or sell at, about or through the Melissa Farmers Market.

I, the undersigned, further specifically agree to fully defend, indemnify, release and hold harmless the City of Melissa and its City Council members, officials, officers, agents, directors, employees and volunteers (hereafter referred to collectively as the 'Indemnified Parties') from and against any and all suits, claims, judgments, demands, actions or causes of action, liabilities (including strict liability), losses, costs or expenses, including reasonable attorney's fees and court costs and disbursements, whether arising in equity, at common law, or by statute, or under the law of contracts, torts (including negligence and strict liability without regard to fault) or property, of every kind and character (including claims for personal injury, bodily injury, emotional distress, real and personal property damage and economic loss) (all of which are hereinafter collectively called "claims"), which may now or in the future be

brought or instituted or asserted on account of or growing out of or arising from: (I) any failure on my part, my partners, officers, directors, managers, employees, agents, subtenants or licensees (“My Parties”) to comply with the provisions of this agreement, or to comply with the provisions of the law applicable to my business, or the provisions of law applicable to the property of the indemnified parties; or (II) any and all injuries or damages, including death, to personas or properties relating to the condition, or use of my business upon such property, regardless of any extraordinary shifting of risks, and even if the claims are caused by the active or passive negligence or sole, joint, concurrent or comparative negligence of indemnified parties regardless of whether liability without fault or strict liability is imposed upon or alleged against such indemnified parties, but not to the extent that a court of competent jurisdiction holds in a final judgment that a claim is caused by the willful misconduct or gross negligence of such indemnified parties. The indemnity provided hereby specifically includes, but is not limited to, any loss, damage, or injury sustained by me, and any and all of my agents, employees, invitees, including caterers, and its contractors and patrons whether to person or property and whether the result of negligence, gross negligence or wrongful conduct. The indemnification shall also include costs of defense, which shall be an attorney of the indemnified parties’ choice, court costs, expert witness fees and any judgment together with pre-judgment and post-judgment interest. Neither the City of Melissa nor the Melissa Farmers Market assumes any responsibility for any property placed on or in its facilities or grounds.

I acknowledge and agree that the City of Melissa and the Melissa Farmers Market will not provide any security for the market and the City of Melissa and the Melissa Farmers Market shall not be liable for any lost, stolen and /or damaged property, materials, equipment, goods, and any other items associated and/or used in conjunction with the market. I hereby release the indemnified parties from, and waive any and all rights to any and all claims for damages, or otherwise, my parties may have with regard to lost, stolen and/or damaged property, materials, equipment, goods and any other items associated and/or used in conjunction with the market.

Applicant signature

Date

**City of Melissa
Farmers Market Application 2017**

Business Name _____

Applicant Name _____

Mailing Address _____

City/State/Zip _____

Phone/Cell _____ Cell _____

Email _____

Saturdays; 8:00 am early bird, vendors
9:00 am – 12:00 noon

March	11	25	2017
April	8	22	2017
May	13	27	2017
June	10	24	2017
July	15	29	2017
August	12	26	2017
September	9	23	2017
October	14	28	2017

**Entire Season (circle here)
2 absences allowed for free spaces**

November	11	25	2017	POSSIBLE NOVEMBER AND DECEMBER DATES
December	9	23	2017	

Individual select dates = circle the attending dates

Products you will be selling, describe as completely as possible, photos are excellent:

Physical address where your products are made/grown: _____

This application is not transferable. **SUBMIT TO:**

Market Manager, Lorelei Perkins, 3411 Barker Avenue, Melissa, TX 75454

lperkins@cityofmelissa.com; City 972-837-4540 or cell 402-490-6583 or fax 972-837-2006

Please put 'Melissa Farmers Market' in subject line of any emails.

Date application submitted _____

Approved/Disapproved

Vendor space number _____