

## **Burleson County Farmers Market Rules and Regulations**

Please read these rules and regulations carefully before signing below. Keep a copy for your records – these rules are a part of your agreement with Burleson County, Texas Farmers Market . Please return a signed copy of the Vendor Application & Signature Page only. 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 Burleson County AgriLife Extension Office.

The Market operates under the supervision of the committee, which is comprised of volunteers appointed by the Burleson County Commissioners Court working together to increase access to locally produced goods for those individuals who live and work near Burleson County, Texas.

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

### **I. Market Location and Time**

Saturday Mornings from 7 a.m. – 1 p.m.

Burleson County Courthouse on South Echols Street and Fox Street

Wednesday Evening from 5:30 p.m. – 7 p.m.

Burleson County Courthouse on Buck Street

Vendors may continue to sale past the closing time if customers are still present and it does not interfere with any other event or activity on the grounds.

### **II. Vendor Membership**

- a. All vendors must be members of the Market unless special permission is granted by the committee. Member should retain a copy of the rules and regulations and should keep that in their possession each time they set up at the Market.
- b. Vendors of the BCFM must hold all required permits, licenses and insurance policies necessary for their business operation and as required by any applicable law, statute or regulation and may be required to provide copies with their vendor application or prior to participating in the BCFM.
- c. Vendors must comply with all government rules and regulations.

### **III. Booth Spaces**

- a. A standard vendor booth space is 15 feet x 15 feet.
- b. Booth spaces shall be on a first-come, first served basis
- c. Vendors will provide their own shade structure, tables, chairs, signs, refrigeration, and storage. Any tents are required to be weighted on all four sides at all times as a matter of public safety. All vendor equipment, including tents, weights, and tables must be removed from the market site after each market

### **IV. Product and Sales Regulations**

- a. Participation in the Market requires the submission of an application as well as approval by the Market Committee.
- b. Farmers, ranchers, growers, and producers of agricultural products who are growing or producing within Burleson County or an adjacent county are eligible to become vendors.
- c. Items offered must be in compliance with any laws or regulations pertaining to those items

such as the Texas Cottage Food Law or any other regulations that may be required. All Vendors are responsible for obtaining and keeping current and all appropriate licenses, permits, and certifications required in connection with the sale of their products. These may include:

- Texas State nursery license
- Texas State food manufacture's license
- Texas state sales tax permit
- Texas state dairy permit
- USDA organic certification
- Any other applicable license, permit, or certificate

- d. Farm Products include: fresh fruits, fresh vegetables, herbs, nuts, dairy products, honey, eggs, poultry, meat, flowers, plants, and nursery stock. Other items may be allowed upon approval by the Burleson County Farmers Market Committee. All farm products must be grown or produced within Burleson County or adjacent county and sold by the farmer or producer
- e. Processed, prepared, and value added foods include: jams, jellies, preserves, cheese, syrups, salsas, sauces, seasoning mixes, smoked meat or fish, sausage, salad dressings, baked goods, juices, mustard. Other items may be allowed upon approval by the Burleson County Farmers Market Committee. The vendor must be the actual owner or operator of the business and may not be operating under a franchise agreement. All packaged foods must meet Texas labeling requirements, including name of product, name and address of producers, net weight, and ingredients listed in decreasing order of predominance.
- f. Agricultural producers may also offer for sale a limited amount of non-food items if they are directly related to the main agricultural products produced. For instance, honey producers may use the beeswax generated by the production of honey to make and sell beeswax candles. A grower or nursery may offer holiday wreaths for sale. A goats milk dairy may offer goats milk soap.

**Please keep a copy for your records and return only the Vendor Application & Signature Page**

# Burleson County Farmers Market

## Vendor Application & Signature Page

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Applicant Name Business / Farm Name

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Address

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Phone Email

Proposed items for sale (include photos of non-food / unique items for reference):

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### Emergency Contact

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Name Relation to Applicant

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Phone Address

The Vendor's signature below indicates that Vendor has read and understands the Burleson County Farmers Market Rules and Regulations and any violation of such may result in loss of 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 privileges. Vendor's signature also indicates agreement with the terms of the Hold Harmless, Indemnification and Copyright Agreement below.

**Hold Harmless / Indemnification / Copyright Agreement**

Vendor shall indemnify and hold harmless the Burleson County Farmers Market Manager 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 Vendor’s use of the space(s), sale of goods or conduct of business by Vendor, its agents, servants, employees, customers, patrons or invitees or any act or omission of Vendor, its agents, servants, employees, customers, patrons or invitees.

Vendor is responsible for all monies collected from the sale of Vendor’s goods. The Burleson County Farmers Market 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 Market; and Vendor agrees to indemnify and hold harmless the Burleson County Farmers 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 Burleson County Farmers Market Manager and/ or Board from any such suit or action, regardless of whether it be groundless or fraudulent.

This Agreement has been entered into in Caldwell, 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.

**By signing below, the applicant acknowledges receipt, understanding, and compliance with the Rules & Regulations and Hold Harmless / Indemnification / Copyright Agreement.**

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Applicant Signature

Date

Please sign and return only the Vendor Application & Signature Page  
Burleson County Extension Office  
100 W. Buck St. Suite 105  
Caldwell, TX 77836