

Braeswood Farmers Market Vendor Application

Weekly Saturdays – Rain or Shine 9am -1pm

5501 Beechnut Houston, 77096 – St Philip’s United Methodist Church

1st and 3rd Sunday 10am - 2pm

Jersey Village Farmers Market 16327 Lakeview Dr. 77040

***All new vendors must financially pay/commit to 4 market dates in advance.**

Payments – VENMO, Cashapp, Zelle, Apple Pay, Paypal. Profile is 7133205588

(Please do not pay as goods or services)

Becoming a Vendor at the Braeswood Farmers Market

Please complete the application.

Applications will be reviewed in the order that they are received.

Business Name: _____ Website: _____

Business Phone: _____ Cell Phone: _____

Owner Name: _____ Email: _____

Business Physical location: _____ Zip Code: _____

Mailing Address: _____

Please Check One: Grower/Farmer “Green” Products Seller’s Agent Value-Added Vendor Non-Profit** Artisans* Back Yard Gardener

Please list products you will be selling:

What makes your products unique?

Why would you be a good vendor for the Braeswood Farmers Market?

If you decide to sell additional products, they must be approved by Market Manager prior to sale.

*Pictures or samples of products must be submitted and approved by Market management.

An application fee of \$50 will be assessed upon first market participation. This fee covers application processing, insurance, and advertising. Farmer's Growing Practices: please check one Conventional Sustainable/Naturally Grown Certified Organic Hydroponic Free of Synthetic Chemicals Refer to the following website for definitions: <http://www.ams.usda.gov/>

Please List an Emergency Contact: _____

Name of Contact Phone Number Please list the names of people who may act as your representative:

- 1. _____
- 2. _____
- 3. _____

Please list any licenses or permits you are submitting with this application and expiration date.

- 1. _____ Exp. Date: _____
- 2. _____ Exp. Date: _____
- 3. _____ Exp. Date: _____

You are responsible for having any licenses and/or permits that your product requires you to have.

Example: Sales and Tax Use Permit, Food Manufacturer's License, Scale and Balance Permit, Perishable Commodities License, Etc. We advise that a copy of all permits and licenses be

brought to each market day due to possibility of random checks from the City of Houston and Harris County.

Value-added vendors must specify if their products are prepared under the Texas Cottage Food Law or in a Commercial Kitchen. Products labeled “organic” must be certified organic through GO TEXAN: <http://www.gotexan.org/>

Vendor Market Day Booth Fees: \$50 per Saturday.

Vendors must be current on Market Fees before they will be allowed to set-up on a market day. I have carefully read the attached Market Rules and the Release and Indemnity Agreement (R&I) and fully understand and agree to abide by their contents. I am aware that the R&I is a release of liability and indemnification agreement and a contract between myself and the Braeswood Farmers Market, the City of Houston, and/or its affiliated organizations, successors and assigns.

I, _____, agree to abide by the above rules for the Braeswood Farmers Market. I understand that non-compliance can result in my exclusion from participating as a vendor at the market. I have signed this agreement of my own free will on the day of ____/____/20 ____.

Date Application Submitted: _____

Signature of Person Submitting Application: _____

Printed Name of Signee: _____

For Market Use Only:

Application Approved: Yes No

Braeswood Farmers Market Policies and Rules

Set-up: 90 minutes prior to start

Tear Down: Please do not breakdown till market is over.

Application Process:

All Applications will be reviewed by the Braeswood Farmers Market management team for acceptance into the market.

Vendors will be accepted based upon the needs of the market. Only 1-2 vendors of each product will initially be allowed (except produce vendors). Additional vendors selling the same product will only be admitted if the demand is high enough to sustain multiple vendors.

Vendors must sign and provide the following information with their application before their application is reviewed.

1. Vendor Application with signature acknowledging receipt and agreement to Market Rules and Release of Liability and Indemnity.
2. One time - application Fee (\$50.00)

Vendor Requirements and Fees

Vendors must fit into one of the categories below:

Farmers and Growers Vendors that grow agricultural products within 150 miles of Houston
Example: Produce, Herbs, Eggs, Meat *Special Exceptions may be made in reference to the distance requirement, if the product cannot be grown within 150 miles of Houston.

Value-Added Vendors, who do not grow their own ingredients, but obtain and process ingredients from within 150 miles of Houston in order to create a food product. Example: Seasoning Blends, Sausage, Jerky, Pickles, Baked Goods etc.

Seller's Agents

The Market does not allow reselling in general. The Market does allow Vendors to act as Seller's Agents for local growers, farmers, Craftsman, Artisans, and Value-Added producers if the producer fits into one of the above categories. Seller's Agents must submit a signed letter giving permission from the producer (farmer/grower/etc.) stating that the vendor is allowed to act as an agent of their farm or business. Sellers Agents must also have the producers (farmers/growers/etc.) information prominently displayed on the product. It must include the producers (farmers/growers/ etc.) name, location, and phone number.

Green and Sustainable Living Products Vendors who are dedicated to promoting Green Living and Self-Sustainable Practices Example: Organic Household Cleaners, Organic Fertilizers, etc. These Vendors will be accepted at the discretion of the acceptance committee

Artisan Vendors, who produce their own handmade goods within 150 miles of Houston
Example: Soaps, Bath Products, etc.

*Back Yard Gardeners** with seasonal produce (ex. Oranges) may participate in a community booth. Booth fee is a single \$40 per day.

Non- Profits and community organizations may promote their organizations, conduct pet adoptions, and/or sell handmade or homemade products that do not compete with the regular vendors. Acceptance is subject to availability, the needs of the market and the Board's discretion.

*Note to All Backyard Gardeners, Non-Profits and Community Organizations: There are only a certain number of spaces available at each Market Day for these categories and are available by reservation in advance on a first come-first serve basis. Acceptance is subject to availability.

Required Vendor Fees:

Application Fee: All Vendors are required to pay an Application Fee of \$50.00. The fee will help cover market insurance, advertising, etc.

Market Day Fee: Vendors are asked to pay \$50.00 per market day. Additional Space is available. Each Vendor is allowed to purchase 1 extra 10x10 booth space for an additional \$50.00 if it is available. Vendor fees are to be paid monthly. Please share with us the days you would like to participate in any given month and complete a payment for all dates during the month in advance. If vendors would like to attend "last minute" and the market has room for the vendor, the vendor will be responsible for a \$10.00 late charge fee in addition to the normal vendor fee. Payments can be made using Venmo, Cashapp, Zelle, or Apple Pay using 7133205588 as the profile name.

Permits, Licenses, and Insurance Policies:

The BRAESWOOD FARMERS MARKET does not hold any responsibility or liability for Vendors. Please make sure you have any permits, licenses and/or insurance policies that you are required to have to sell or produce your products. Please comply with city, county, state, and federal laws and health regulations. We do ask that you have a copy of all permits and licenses

that your product requires at your booth on Market Day. Copies of insurance, licenses, and permits should be provided at the time of application. Please provide copies of permits, licenses and insurance policies with your application.

Market Rules:

1. Vendors agree to be respectful and kind to attendees and Farmers Market staff at all times. Any grievances will be brought to the Market Manager to settle at their discretion.
2. Vendors will not play music or the radio unless approved by the Market Manager since various entertainments will be held at the market.
3. Vendors will determine their own pricing and have prices clearly marked.
4. All Vendor Booth must have a sign. Signs are required to have the following information:
 - a. Farm, Grower, or Business Name
 - b. City in which the Farm or Business is located
 - c. Growing Process, if applicable i. Conventional ii. Certified Organic iii. Free of Synthetic Chemicals iv. Sustainable/Naturally Grown/Organic Method v. Hydroponic

*Please refer to the following website for definitions: www.ams.usda.gov/
5. Vendors are given a 10' x 10' area to set-up. Vendors must set-up in their assigned location. Vendors are responsible for providing their own booth needs. Example: Table, Chairs, Tent, Etc. Tents must be secured in a sufficient manner that does not damage the concrete or grass. (Ex. Sandbags, weights, Etc.)
6. Booth Assignments are made by the Market Manager and are determined by what is best for the market as a whole.
7. All Vendors are required to provide a trash can for their booth. All trash must be removed from the vendor's booth space before the vendor is allowed to check-out at the end of Market Day.
8. Vendors will only be allowed to set-up at the pre-determined time. All vendors arriving after set-up time will not be allowed to participate in the market and loses their fee for the day in question. Vendors are not allowed to tear down until the pre-determined tear-down time, even if they have sold out of products. Exceptions can be made at the Market Manager's discretion due to an emergency or weather.
9. Vendors must check-in when they arrive at the Market with the Market Manager. Vendors are also required to check-out after they have removed all contents from the booth space.
10. Vendors agree to be honest and non-deceptive about their products, growing techniques, and/or processes to customers and market staff. Fraudulent, dishonest, or deceptive merchandising may be grounds for forfeiture of the right to do business of any kind in the market for a length of time.
11. Vendors and non-profits will not hold the market liable for any injuries or damaged products.
12. Vendor will not hold liable the Market for any fines received resulting from the vendor not obtaining the correct permits, licenses, or insurance policies.
13. Smoking is not allowed in Booth Spaces.
14. Vendors are not allowed to have pets in their booth if they are selling food of any kind.
15. Use of Illegal Substances or Alcohol is prohibited.
16. Vendors must park in designated "Vendor Parking Area" during the duration of the market. However, they may park closer during the pre-determined set-up time to unload.
17. Vendors must keep their booths clean, safe, and hazard free during the market. The Market Manager may ask the vendor to correct any unsafe or hazardous situation or activity. If the vendor does not comply, they may be asked to leave the market.
18. Vendors preparing or sampling food at their booth must have a hand-washing station in their booth. (Example: Could simply be a cooler with spigot for soapy water and a cooler with spigot

of clean water with catch buckets underneath. ALL VENDORS ARE ASKED TO HAVE HAND SANITIZER IN THEIR BOOTH.

19. Braeswood Farmers Market may have a booth in order to help raise funds to support the market. The booth will not sell any products that compete with other vendors. The Braeswood Farmers Market is the only vendor allowed to sell bottled water.

20. Vendors selling by "weight" must have a Scales and Balance Permit from the Texas Department of Agriculture. As of 2009 the permit costs \$15.00 annually per scale.

21. Livestock sales. Please check with Market Manager as these are admitted on a case-by-case basis.

22. Only the Vendor or a vendor's designated representative may check-in and out on Market Day. Any minor under the age of 16 must be accompanied by an adult at all times while working in the booth.

23. Booth signs may be no larger than 3ft. x 10ft. and may not be placed in the walkways.

24. Booths may not be used for political campaign purposes.

25. Booths may not be used to promote religious organizations or for religious proselytizing. Religious youth groups may be allowed a booth for fundraising, at the discretion of the BRAESWOOD FARMERS MARKET manager.

26. The BRAESWOOD FARMERS MARKET may change the market hours or market location on special occasions; notice will be provided to vendors and the community well in advance.

27. Any Vendors that do not attend a market day for which they have reserved a booth are still responsible for that day's booth fees. Braeswood Farmers Market is a Rain or Shine Market. Any cancellation due to weather will be made 24-48 hours in advance of the market. If BRAESWOOD FARMERS MARKET cancels a market due to weather prepaid booth fees and nonprofit booth reservations will automatically rollover to the next market.

28. A vendor may be removed from the market vendor list after 3 no-shows without explanation.

29. The BRAESWOOD FARMERS MARKET reserves the right to restrict a vendor's participation in the market at any time for any reason. Non-Compliance

Non-Compliance of Market Rules will result in disciplinary action by the Market Manager. Such action could include exclusion from the market for a period of time or termination of participation of vendor indefinitely. See Appeals Section to protest disciplinary action.

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Appeals and Grievances

All Appeals and Grievances must be submitted to the Market Manager in writing. All appeals and grievances will be reviewed by the Braeswood Farmers Market, and action will be decided. All submitted grievances and appeals will be answered in writing within 15 days of submission date. Please place in sealed envelope and give to the Market Manager at Market Day. Please provide the following in the written submission:

1. Vendors Name and Business/ Farm Name
2. Provide 2 contact phone numbers
3. Email Address, if possible
4. Mailing Address
5. Date Incident Took Place
6. Detail of Incident in Question

Release and Indemnity Agreement

In consideration of our application for sponsorship and participation in the Braeswood Farmers Market which will be held at Braes Oaks Center, Houston, Texas on every Saturday and Sunday. We the undersigned hereby agree as follows:

A. We acknowledge that we have voluntarily applied to participate in the Market.

B. We are aware that our participation in these activities may constitute hazardous activities and we are voluntarily participating in these activities with knowledge of the danger involved and hereby agree to accept any and all risk of injury or death.

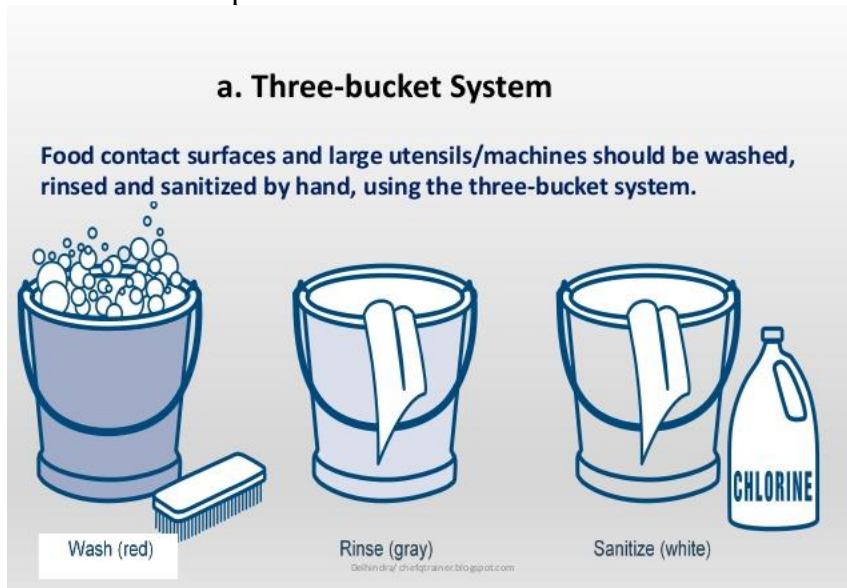
C. As lawful consideration for being permitted by the Braeswood Farmers Market to participate in the Market, we hereby agree that our heirs, distributors, guardians, legal representatives and assigns will not make any claim against, sue, attach the property of, or prosecute in any way or manner the Braeswood Farmers Market, the City of Houston, its agents, officials and employees, its successors and assigns and/or any of its affiliated organizations, for any injury to any person or damage to any person or property resulting from the negligence or other acts, howsoever caused by any employee, agent, contractor or other member of the Braeswood Farmers Market, the City of Houston, or any of its affiliates or for any injury to a person or damage to property resulting from the act of any other person present and/or participating in the Market as a result of our participation in the Market.

D. We further shall reimburse the Braeswood Farmers Market, the City of Houston, its agents, officials and employees, for, defend, indemnify and hold harmless from and against any liability, including costs (including investigation), loss, damage, expense, claims (including claims of strict liability, negligence, and for any liability imposed by any statutes, rules, regulations, common law or laws of the State of Texas), any suits, fines and penalties on account of any and all bodily injuries, death or damages to person or property to any persons arising directly or indirectly out of or in connection with our participation as a spectator, participant, performer, or in any manner arising out of the Market as being held on the dates and times stated above.

E. I further certify that I am the authorized agent and have the full authority to act on the behalf of the organization or individual executing this Release and that I have the full power and authority to execute such document for and on his or their behalf.

Please do not forget to have your Three-Bucket System or Hand Washing Station at your booth at all times.

Please see below pics.



Acceptable Canopy Style – Straight Leg 10 by 10

Unacceptable Canopy Style

