



## Rules and Regulations

### Market Day & Time:

Sunday - 11 AM to 2 PM

James H. Long Railroad Park  
100 NW 1st St  
Smithville, TX 78657

### Market Hosts:

Courtney Dyer: Ivory Acres Farm- Founder & Market Manager

### Vendor Types and Products:

The Smithville Farmers Market is required by the state of Texas to keep a balance of at least 51% ag producers to other vendors such as crafters, artisans, bakers, etc. However, we strive to keep a ratio of at least 75% food vendors. All products offered for sale must be listed on the vendor's application and must be produced by the vendor. No reselling allowed. New products must be submitted in writing to the Market Manager at least 1 week in advance and approved before being offered for sale during market.

- Agricultural Producers (farmers, ranchers, nurseries, beekeepers)
  - Products are grown or raised on the producer's land (including leased land) and include:
    - Produce such as whole fruits and veggies

- Meat from animals born and raised on the producer's land that has been processed at a USDA or state inspected facility
- Eggs produced by the seller's poultry.
  - Eggs are required to be washed and stored at 45 degrees Fahrenheit or less, as well as be labeled ungraded unless graded in an appropriate facility. The producer's name and address must also be on the label.
- Honey produced by the seller's bees.
- Nuts harvested from the seller's trees (shelled or unshelled).
- Mushrooms produced and cultivated by the seller.
- Fresh cut flowers or plants grown by the seller.
  - Can be grown by the seller from seed, seedling, transplant or cutting.
  - Nursery products and cut flowers require a state inspection certificate from the Department of Agriculture. All vendors selling flowers and nursery products must also carry a tax identification number for sales tax purposes.
- Firewood from the vendor's property.
- Agricultural producers may be represented at the market by their employees, agents or family members.
- Value-Added Vendor (operating under [Texas Cottage Law](#))
  - Raw agricultural products that have been modified or enhanced to increase its value
    - Examples include but are not limited to: Jams, fermented foods, pickles, sauces, salsa, baked goods, dried tea mixes, etc
    - Cheese and other dairy products.
      - Farmers are allowed to sell dairy products from animals they have raised themselves on their farm. All members of these products must be in compliance with the regulations of the State of Texas, County of Bastrop, and City of Smithville. No raw milk or raw milk products

are allowed to be sold at a farmers market per Texas state law, but can be pre-sold and picked up at market.

- Craft Vendor

- A vendor that creates handmade products. Crafters and producers of crafts must comply with the following rules:
  - All crafts offered for sale must be handmade. Any craft or artwork sold must be the work of the vendor or a family member.
  - All craft products must be examined and approved by the Market Manager before they are admitted for sale at the market.

- Prepared Food Vendor

- Vendors that offer freshly made food and drinks available for sale and immediate consumption on site. Food may be served hot or cold.
- Vendors must obtain a temporary food permit from Bastrop County for each week at Market or have a mobile food unit permit issued from the county.

### **Other Vendor Requirements:**

- Guidance for relevant products not made by a vendor:
  - Directly related products like chips at a salsa vendor's booth are acceptable, but a variance must be requested and granted by the Market Manager.
  - Grown and handmade products must be the primary focus and make up at least 70% of the seller's products.
  - Brand merchandise is acceptable, but must be a minor product.
  - Advertising other products with flyers / QR codes is acceptable and does not require a variance.
- Members who are certified organic must comply with all federal, state, county, and city regulations.
- Prior to selling at the market, members must provide the Market Manager a copy of all licenses, sales tax certificates, food handler's permit, and

other required forms to sell any/all items they present at the market. In addition, members must display licenses and sales tax certificates so that customers may view them.

- Members are required to carry a \$1,000,000 general liability policy. A certificate of insurance must be submitted to the Market Manager with all other licenses and permits and should include the name and physical address of each market the vendor sells at.
- Members must determine their own prices of their products and prices must be displayed at their table.
- Members should keep a fair price on their product -- no price gouging.

### **Attendance and fees:**

- We are a year-round, weekly market. Our calendar year is January 1st through December 31st.
- Should market day fall on one of the following major holidays, the farmers market will be closed:
  - Easter
  - Christmas
  - New Year's Eve
  - New Year's Day
- Members can choose to sell weekly, bi-monthly, monthly, or seasonally. If choosing bi-monthly, you will have the option to sell every 1st, 3rd, & 5th weekend of the month or every 2nd and 4th weekend of the month. If selling monthly, please indicate what week of the month you wish to be scheduled- 1st, 2nd, 3rd, or 4th. Seasonally refers to a specific crop season- for example peaches, watermelon, pumpkins, etc.
- If vendor will be absent for one of their scheduled weeks, please give the Market Manager as much advance notice as you can via email.
  - Examples include but are not limited to: traveling, illness, death in the family, etc.
- Each vendor is responsible for contacting the market manager by no later than 9 am on Market Day if they have a last minute cancellation. Contact can be made via email or text.

- Please Note: 3 uncommunicated NO SHOWS will forfeit your membership from Market. No fees will be refunded and you will not be scheduled moving forward.
- All members are required to pay an annual membership fee of \$50 to sell at the market, regardless of scheduling frequency. The annual fee covers your membership from January 1st to December 31st and will need to be renewed at the start of each new calendar year. Members joining after July 1st, will pay a partial annual fee of \$25 that is good through the end of that calendar year.
- A booth fee of \$15 will also be charged each time you sell at the market. Fees are to be paid to the Market Manager upon arrival to set up. Members not paying booth fees will not be allowed to sell that day.

### **Market layout, set up, and take down:**

- Each vendor is assigned a 10x10 foot booth space on a weekly basis by the Market hosts. The layout will be sent to you via email the night before market.
- Market set up begins two hours prior to market (9 am).
  - All vendors must provide their own tables, chairs, displays, signs, bags, etc. to run their business. If using a tent, you are responsible for the safety of yourself and others. Appropriate weights (30 lbs per leg) must be in place at all times during market. No stakes are to be used to secure tents. Please note- In dangerous wind conditions, tents may be prohibited.
  - No customer sales are allowed before the Market Manager rings the opening bell at 11 am. Vendors may only fill pre-orders, distribute CSA boxes, or sell to other market members prior to opening bell.
  - After you have finished unloading your car and before market opens, all vendors MUST move their vehicles to a side street or out of the front parking area closest the park.
- Market take down begins immediately following market (2 pm) and must be completed within one hour.

- Vendors are required to stay for the entire duration of the market with their booth still set up, even if they sell out early.
- In the event of an extenuating circumstance, please speak with the Market Manager for permission to take down early.

### **Other Market Guidelines:**

- Vendors must keep the walkways free and clear for customers' right of entry. Your space should also be free of trash. Market trash receptacles are for customers only. Vendors must pack their own trash at the end of market.
- Members must conduct themselves in a courteous and professional manner at all times and treat customers and other vendors with respect.
- All food items should be stored at least 6 inches off the ground or kept inside of an enclosed cooler, box, bin, etc.
- You must provide a trash container at your site for public use if you have samples or other waste materials. A hand washing station will also need to be present at Market.
- No smoking or vaping is allowed in the selling area or entrance during market hours.
- PUBLIC HEALTH Rules state: 25TAC §229.167 Only service animals are allowed in the food area. ALL other animals must be on a leash and 15 ft. away from food areas. It is the duty of ALL MEMBERS to keep in compliance with this rule.

### **Booth aggregation:**

Members may sell other members' products. If members choose to aggregate their booths, then all vendors within that booth must be members of the market (paying the annual membership fee), however only one booth fee is chargeable. All display items must differentiate which products belong to which vendors.

### **NON-COMPLIANCE POLICY:**

In signing this document, you are agreeing to adhere to the rules and regulations of the Smithville Farmers Market as well as any relevant federal,

state, county or city regulations. Non-compliance with any of these requirements for participation in the Smithville Farmers Market may result in enforcement of the following three-strike policy:

- 1- Verbal warning
- 2- Vendor will not be allowed to sell at the next market
- 3- Membership to the farmers' market will be revoked without a refund.

In addition, the Market Hosts may deny the admittance or expel ANY vendor should they determine that it would be in the best interest of the Market. The Market Hosts at Smithville Farmers Market will enforce all rules of the Market and run the Market in a manner that is fair to all sellers and customers.

Each vendor must read the Rules & Regulations before signing the Membership Application. The Indemnity statement on the Rules & Regulations must be signed and dated.

Indemnity Agreement: Each member shall indemnify, keep and save harmless the Smithville Farmers Market and all agencies that the Market has agreements with including, but not limited to the State of Texas and the city where the market is located from and against any and all claims and demands, whether for injuries to persons, or loss of life, or damage to property, on or off the premises, arising out of the use or occupancy of the premises by member and shall defend at vendor's own expense any actions brought against the Smithville Farmers Market and any of the above mentioned organizations or any other person or organization with which Smithville Farmers Market has a contractual relationship by members acts or omissions.

Name (printed): \_\_\_\_\_

Name (signature:) \_\_\_\_\_

Date: \_\_\_\_\_