

BROWNSVILLE
**Farmers
Market**

**Jan.-
Dec.
2025**

WELCOME!



STAY FRESH, STAY LOCAL.

Vendor Agreement 2025

✦ 📍 LINEAR PARK, BTX, 78520 ✦

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Vendor Application & Market Rules Rev.11.2024
Artisan, Added Value, Food Agreement, Brownsville Farmers Market

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The Brownsville Farmers' Market (BFM) is a program of the Brownsville Wellness Coalition (BWC). The BWC Board of Directors mission is to cultivate healthy food and lifestyle.

Guiding Principles

- Provide a setting in which community members can purchase local products from local producers;
- A diverse mix of products, encouraging selection, vitality, and freshness.
- Preference for products produced organically or through environmentally responsible practices.
- Preference for animal products from animals that are sustainably raised or harvested, and humanely handled and processed
- Strong preference for healthy foods
- Provide educational opportunities to learn about the products made and grown in our community;
- Promote the local economy by connecting food producers and consumers;
- Reduce barriers to entry for new entrepreneurs and small businesses;
- Promote sustainable farming practices and environmental stewardship while educating the public about these practices and;
- Strengthen ties between community members by creating a sense of place.

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Application

Vendor applications are accepted on a quarterly basis throughout the year. All applications are reviewed by the Program's Committee of the BWC Board of Directors. Download the application on the website at www.brownsvillewellnesscoalition.com/farmers-market.

Applicants

1. All **invitations to sell at any market** are at the discretion of the Market Manager.
2. Submitting an application and paying the application fee **does not guarantee admittance** into the market.
3. To consider your vendor application submitted you must email a copy of page 11 of this application to our Market Manager, **tayala@brownsvillewellnesscoalition.com**
4. All interested vendors are required to pay a non-refundable application fee of \$35.00. You can pay online by visiting the following link <https://square.link/u/1214zDgN> This Must be paid in order to process the application.
5. All vendors are required to pay a market fee, due upon receipt at the Brownsville Farmers Market. No Exceptions. All fees will be paid via cash/credit card at BFM table or online via square. Fees are as follows:

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1. Rental Fees:

- Table: \$5
- Tent: \$10
- Weights: \$5

<https://square.link/u/OonyHyil>

2. Participation Tiers:

Artisans and More:

- Weekly: \$20
- Monthly: \$80
- Quarterly: \$180

3. Participation Tiers CORNER SPACES CENTER OF MARKET:

Artisans and More:

- Weekly: \$35
- Monthly: \$150
- Quarterly: \$270

4. Application Fees:

- Artisans and More: \$35

This Fee is paid annually for all categories.

6. All items rented (Tables, Tents, Weights) Must be paid for before the map is set up each Wednesday via Square. Rental is from 8:00AM to 12:00PM failure to return items after the due time will result in a \$5.00 penalty fee. Continuous violation will result in a 3 month ban of usage for rental service.

7. All tents at the Farmers Market must be 10x10 and white in order to keep up with market expectations and standards.

*****BWC reserves the right to change or modify any fee of the market at any given time.***

All vendors

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1. **Market rules** must be read and acknowledged via the Hold Harmless Agreement for each person working in the booth before vendors attend the market.
2. Copies of all proper **permits, certifications, licenses**, etc. must be received by the Market Manager before a vendor can attend the market.
3. Vendors are **required to have change for their stand** and must not ask market staff or other vendors. Please come prepared so you nor your fellow vendors are left without change or sales.
4. New **agents hired at any time** must agree to comply with all market rules by carefully reviewing this document with owner and signing the Hold Harmless Agreement.
5. **Smoking or vaping** is not permitted in market territory. Vendors must leave market boundaries so that smoke or vape does not reach shoppers or other vendors. Cigarette butts must be properly disposed of in safe containers and removed by the vendor.
6. Existing vendors are not guaranteed a continued space and may be removed as a vendor upon resubmission of application or any time during market year at the Market Manager's discretion. Annual Membership and Weekly/Monthly Booth fees will not be refunded for any reason.
7. **There is no guarantee of exclusive category for any vendor.**
8. Vendors must identify all items for sale on their initial vendor application. The Board reserves the right to deny an item or product at their discretion.
 - **New items** (not included in the most recent application) must be submitted in writing via e-mail and pre-approved in writing by the Market Manager or Board before sold at market. If a vendor is found to be selling undisclosed items without Market Manager's approval, he/she may be fined and asked to leave.
9. The Board has the final say on all items approved or disapproved.

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10. The Brownsville Farmers' Market is a producer-only market. A producer-only market is defined as a market in which all items sold/offered are made, baked, or prepared personally by the vendor. Limited exceptions will be considered on a case-by-case basis.
11. The Brownsville Farmers' Market is a local market. All items sold at the market must be **grown/prepared by the vendor within 100 miles of the market**. Limited exceptions may be granted for agricultural products that are not available locally.
12. Items with purchased elements must be "significantly transformed" from their original state to be eligible for sale at the Brownsville Farmers' Market.
 - **Re-selling** of any products or goods is prohibited (food vendors may blend or infuse products to make a final product of their own). Distributor products are not allowed.
13. All Vendors must have a valid Texas Sales Tax ID number to participate in the Brownsville Farmers' Market. (Excludes produce sellers.)
14. Sales Tax ID numbers can be obtained online at:
<http://www.window.state.tx.us/taxpermit/>
 - **Note:** Social Security Numbers cannot be accepted as a substitute for a Sales Tax ID number.
 - Vendors failing to comply will not be allowed to set up at the Farmers Market.
15. **Laws, regulations, and rules put forth by the federal, state, city, or county government** must be followed by all vendors.
16. Markets operate year-round, rain or shine. (Unless advised) No refunds or discount in fees will be given in the event of inclement weather or lack of business due to the weather.
17. Vendors are **required to attend the Market year-round, unless stated as a seasonal vendor or by their tier**. All seasonal vendors must note this on their initial vendor application. Market Manager should be notified of expected absences a day prior to the BFM. Vendors may be revoked of privileges to sell at the BFM if there are recurrent absences.

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18. **All vendors are required to communicate directly with the Market Manager regarding any long-term absences.** Effective communication is essential for the smooth operation of our market and community.

- If a vendor fails to make contact for a period of three weeks, the vendor agreement will be considered null and void, and the vendor will be removed from our roster.
- Vendors wishing to rejoin the market after such an absence must reinitiate the application process and pay the applicable processing fee.

19. Vendors not attending a market must submit **notification of absence** to the Market Manager via the [BFM Vendor Absence Form](#) **no later than end of day Tuesday**. This link is e-mailed to vendors weekly and will also be made available on the [BWC's Website](#) on the [Brownsville Farmers' Market](#) page.

- Failure to submit absent notice and the no show will incur a \$8 fee unto their account that must be paid in order to attend future markets.
- We need the map ready by No later than Wednesday for set up and planning failure to notify us causes issues with inventory and delays from all entities for set up and tear down.

20. Vendors may not arrive on site before 7:30 AM, all tents and tables will be set up designated by 8:00 AM (while supplies last and paid accordingly) by the Market Manager. If the vendor is not on location by **8:45 AM the tent will be reassigned to another vendor.**

- Vendors must be **set up & ready to sell** no later than 15 minutes before market open. No driving within market boundaries is permitted 30 minutes before market open and until 15 minutes after the close of market.
- By 8:50 AM, all vendor vehicles must be moved from the loading-only zones to the designated vendor parking lot. **No exceptions.**
 - Loading-only zones include all on-street and perimeter parking at The Market site, excluding the handicapped parking spaces.
 - Do not use the handicapped parking spaces as a loading zone.
 - On-street parking is not allowed, unless you are transporting a trailer.

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- **A late show up anything after 9:00AM** will incur a \$5 late fee that needs to be paid the day of the late market attendance. This will also create a violation that will be noted in the vendor's record.
21. Vendors are **not allowed** to set up at Linear Park outside of the operating hours of the Brownsville Farmers' Market. A \$10 fine will incur for any vendors that take up any parking at Linear park. It is crucial that we keep the spaces open for attendees and shoppers. A violation that will be noted in the vendor's record.
22. Agricultural Vendors must display a BFM **parking** placard when parking in the designated Farmer/Rancher parking areas at the Farmers Market. All other vendors will be issued windshield decals and must park in assigned parking areas during market hours. Vendors who park in unapproved areas during the market will be subject to fines. No Exceptions.
23. Vendors may not **break down** before end of market even in the event the vendor has sold out. Tables, signage, tablecloth etc. must remain set up in booth space until the end of market. Vendors must break down promptly at market close.
- Brownsville Farmers' Market reserves the right to take down any canopy at the market at any time.
24. A booth space constitutes a **10'x10' space** using straight-legged canopies. Vendors cannot reserve more than 2 front facing spaces. Merchandise must be restricted to within the designated booth space and signage must not impede flow of shoppers between booth spaces.
25. Electricity is available to vendors upon approval. **Vendors must provide their own extension cord.** Proximity to electricity will be considered when determining your booth placement. All electric cords should be run along the ground together behind vendor booths. In walkways, all electric cords should be placed under the shared cable cover.
26. The Brownsville Farmers' Market may host special events that have extra promotion and vendor and visitor activities and involvement. A list of events will be posted online for the most up-to-date list of activities via our social media and website. Vendors can notify the Market Manager if they would not like to participate during any Special Event.
27. Vendors must transport **trash and recycling** offsite, no dumping or usage of market dumpsters allowed. Vendors must completely clean their booth space at the end of market. Vendors who

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provide samples or prepared food must provide trash receptacles at their booth. Ice and water brought to the market **should not** be discarded on site.

28. **Vendors may bring pets to the market if their permit allows.** Service animals are welcome in any case. All animals must be leashed at all times, any animals showing aggressive behavior must immediately be removed from the market. Any harm or damage caused by the pet will be at fault to the owner.
29. The Market Manager may require a Vendor to change his or her display if it is deemed a safety risk or otherwise does not comply with BFM rules.
30. Tent displays shall include clear signage for:
- Vendor/Farm Name;
 - Product prices;
 - Name and location of any Secondary Product producers.
 - Vendors are encouraged to post the locations (towns) of their farms or farm-related businesses.
 - Labeling for any packaged or processed products shall comply with the State and local Board of Health requirements.
31. If a vendor dumps unsold inventory at the market, he/she will be warned once. A second violation may result in loss of market privileges.
32. **No printed materials** may be distributed as we strive toward operating a zero-waste market. Vendors are encouraged to share information with shoppers by asking them to take a picture of a sign displaying the information, or to add their customer's email to a mailing list to receive the information electronically.
33. Intoxication from **alcohol or illegal drugs** will result in vendor expulsion from the Market.
34. Vendors are required to comply with state and federal laws concerning **firearms** and may not openly display firearms while selling at the market.
35. Vendors must contribute to **accessibility** at the market by clearing a fire lane and maintain an ADA pathway.
36. No **disruptive or aggressive marketing** is permitted at market.
37. All **fines must be paid** prior to setting up at the next market after fines were accrued. Unpaid fines are subject for expulsion from the market at the Market Manager's discretion.
38. The Brownsville Farmers Market **will keep track of all Vendor records and violations**, the number of violations can impede or cause loss of renewal for the upcoming year. Which is why we encourage communication and understanding of the market's rules in good faith. Depending on the violations and their details before the renewal the vendor may be removed for multiple

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violations.

39. The Brownsville Farmers' Market and/or any **Brownsville Wellness Coalition staff is not responsible for** product liability, fines, penalties or the paying of sales taxes for individual vendors.

40. 0.0825 of the total taxable sale must be paid in **Sales Tax to the City of Brownsville** where applicable.

41. The Brownsville Farmers Market does not allow organizations with a political or religious affiliation to join the BFM as vendors. We welcome visitors of all political and religious backgrounds and want everyone to feel welcomed at the BFM.

- **Discrimination** in any form is prohibited. Discrimination is the treatment or consideration of, or making a distinction in favor or against, a person based on the group, class, or category to which that person belongs, including but not limited to race, color, national origin, age, disability, economic class, sex, gender expression or sexual orientation.
- **Harassment** based upon an individual's sex, race, ethnicity, national origin, age, religion or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected and required to abide by this policy. No person will be adversely affected in employment with the employer as a result of bringing complaints of unlawful harassment.
- **Other standards and conduct:** Vendors should be knowledgeable about products, how they are used, grown or produced and be able to communicate these things clearly to the customers. Products should be displayed in a sanitary, presentable and attractive manner. Vendors are expected to be courteous, professional and presentable at all times. Inappropriate language or behavior, clothing, harassment or abuse toward anyone at any market will not be tolerated and may be reason for expulsion.

42. Vendors commit to **not publicly disparage Brownsville Farmers' Market.**

Vendors

1. Artisans will be **subject to a jury** of their product by the Market Manager being allowed to sell at any market. The Market Manager has the right to review any merchandise for sale at any

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market at any time. Inspection of artisan studios may be required. Photos of the work must be submitted with the application.

Miscellaneous

1. The BFM participates in the federal Supplemental Nutrition Assistance Program (SNAP) year-round and WIC (Feb-Oct). Vendors who participate in SNAP and WIC programs should display notice of their participation at their market tent.
2. Vendors may not accept expired vouchers. Vendors may not be reimbursed for vouchers accepted for ineligible products.
3. Vendors may not give cash back for the voucher unless otherwise noted on the voucher.
4. Each vendor must be responsible for their own ways of accepting payments i.e. cash, credit/debit cards. Each vendor must have their own petty cash. We have a courtesy cash box for change, but at times availability is limited. Vendors should use this on an as-needed basis and generally bring enough petty cash for themselves.
5. No Vendor shall engage in solicitation, collection drives, political or religious activities in the market.
6. Vendors shall provide an approved covered trash receptacle when selling ready-to-eat items.
7. Vendors are strongly encouraged to use compostable food containers, cups and utensils when selling ready-to-eat items.

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Violations

Violations of market rules will result in prompt corrective and punitive action. This process is generally constituted by the following steps:

1. Verbal warning, note of vendor record.
2. Fines. note of vendor record.
3. Additional fines, vendor will then be added to the probation period.
4. Suspension/expulsion from market.

Fines

Late attendance:

Full booth fee + \$5.00 penalty

No Notice of Absence:

\$8, that needs to be paid before attending the next market.

Late Payments:

\$10.00 after the first week, and loss of spot if applicable.

Parking Violations

\$10.00 per hour

****All fines must be paid prior to setting up at the next market after fines were accrued.**

Unpaid fines are subject for expulsion from the market at the Market Manager's discretion.

All occurrences will be noted on the vendor's record and will affect your renewal for the next years with a probation period or possibly being wait listed to allow a new circulation of vendors to attend.

Suspension from Markets

After (2) fines have been issued for a violation, the vendor will be suspended from the next 2 markets. If a second suspension is incurred, the vendor will be suspended from the next 4 markets. A third suspension will result in expulsion from the market.

*****If a suspended vendor attempts to set up at market, their suspension period will be doubled, or they may be expelled from market at the Market Manager's discretion. *****

Vendor Assigned Parking Area



Vendors may park in the unloading/loading zones (marked in red) from 8:00am-8:50am or 12:00pm-12:50pm to unload or load their equipment. All vendors must be park in the vendor assigned parking area (marked in yellow) during market hours 9:00am-12:00pm.

****Please see BFM market rules for parking violations and fines.**

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Signature and Hold Harmless

I, the undersigned Vendor (hereinafter, "Vendor"), in consideration of being provided a space at the Brownsville Farmers' Market, and other valuable consideration the receipt and sufficiency thereof is hereby acknowledged, agree to the following:

Vendor acknowledges the receipt of the Rules of the Brownsville Farmers' Market as enforced by Market Management (the "Market Rules") and agrees to abide by the Market Rules, as well as any related laws and regulations established by the city, county, state and federal government. Vendor agrees to and shall indemnify, defend and hold harmless The Brownsville Wellness Coalition, Brownsville Community Foundation, the City of Brownsville, its City Commission, boards and other commissions, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses, ~~whatsoever~~, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or ~~suit~~, arising from or in any manner connected to the willful misconduct or negligent acts, errors or omissions of Vendor, its agents and employees, in connection with their participation in the Brownsville Farmers' Market, ~~and in the performance of~~ services, work or activities under this Agreement and the Brownsville Farmers' Market Rules.

Vendor Information

Business/Farm: _____ Owner Name: _____

Address: _____ Phone: _____

Email Address: _____ Sales Tax ID: _____

Owner Signature: _____ Date: _____

Vehicle #1: Make, Model, License Plate: _____

Vehicle #2: Make, Model, License Plate: _____

Detailed description of the items you plan to sell:

Vendor Role in production of items:

What qualifies food items as food options:

Approved / Denied by: _____ Date: _____

Reason Denied: _____