



BROWNSVILLE
Farmers' Market

VENDOR APPLICATION

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.

Application

Vendor applications are accepted on quarterly basis throughout the year. All applications are reviewed by the Programs Committee of the BWC Board of Directors. Download the application on 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, eduardo.garcia@brownsvillewellnesscoalition.com
4. All interested vendors are required to pay a non-refundable application fee of \$30.00. You can pay online by visiting the following link <https://square.link/u/1214zDgN>
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:

Farmers/Backyard Gardener \$10.00 per Saturday
Valued Added Products / Artisans \$20.00 per Saturday

***BWC reserves the right to change or modify any fee of the market. Also ask us about discount fees if paid quarterly.*

All vendors

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. 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.
4. 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.
5. There is no guarantee of exclusive category for any vendor.
6. Vendor 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.
7. **New items** (not included in the most recent application) must be submitted in writing via email and pre-approved in writing by the Market Manager or Board before sold at market.
8. The Board has the final say on all items approved or disapproved.
9. 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.
10. 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.
11. Items with purchased elements must be "significantly transformed" from their original state to be eligible for sale at the Brownsville Farmers' Market.
12. All Vendors must have a valid Texas Sales Tax ID number to participate in the Brownsville Farmers' Market. (Excludes produce sellers.)
13. Sales Tax ID numbers can be obtained online at: <http://www.window.state.tx.us/taxpermit/>
14. Social Security Numbers cannot be accepted as a substitute for a Sales Tax ID number.
15. **Laws, regulations, and rules put forth by the federal, state, city, or county government** must be followed by all vendors.
16. **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.

17. 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.
18. Vendors are required to attend the Market year-round, unless stated a seasonal vendor. 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.
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 Thursday before Saturday's market**. This link is emailed to vendors weekly and will also be made available on the [BWC's Website](#) on the [Brownsville Farmers' Market](#) page.
20. Vendors may not arrive on site before 7:30am, all tents and tables will be set up designated by 8:30am (while supplies last) by the Market Manager. If the vendor is not on location by 8:45 the tent will be reassigned to another vendor.
21. 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.
22. Vendors are not allowed to set up at Linear Park outside of the operating hours of the Brownsville Farmers' Market. Fines may apply.
23. By 8:50 a.m. all vendor vehicles must be moved from the loading-only zones to the designated vendor parking lot. No exceptions.
24. Loading-only zones include all on-street and perimeter parking at The Market site, excluding the handicapped parking spaces.
25. Do not use the handicapped parking spaces as a loading zone.
26. On-street parking is not allowed, unless you are transporting a trailer.
27. 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 market will be subject to fines.
28. 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 end of market. Vendors must break down promptly at market close.
29. 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.
30. Brownsville Farmers' Market reserves the right to take down any canopy at the market at any time.

31. Electricity is available to vendor 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.
32. 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. Vendor can notify Market Manager if they would not like to participate during any Special Event.
33. **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 vendor.
34. 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 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.
35. **Booth locations** are subject to change. Vendors' booth locations may change week-to-week and vendors are expected to exercise flexibility in the event of relocation.
36. Vendors may bring **pets** to the market if their permit allows. Service animals are welcome in any case.
37. Vendors must display **signage with prices and vendor information**. Vendors should keep prices fair and reasonable, **no dumping**. Signage should clearly identify family name and/or the name of their farm/business including the city, town or county where production occurs, as well as Sales Tax Permit where applicable.
38. 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.
39. Tent displays shall include clear signage for: Vendor or 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.
40. 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.
41. **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.
42. Intoxication from **alcohol or illegal drugs** will result in vendor expulsion from the Market.

43. Vendors are required to comply with state and federal laws concerning **firearms** and may not openly display firearms while selling at the market.
44. Vendors must contribute to **accessibility** at the market by clearing a fire lane and maintain an ADA pathway.
45. No **disruptive or aggressive marketing** is permitted at market.
46. All **finest must be paid** prior to setting up at the next market after fines were accrued. Unpaid fines are subject for expulsion from market at the Market Manager's discretion.
47. 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.
48. 0.0825 of the total taxable sale must be paid in **Sales Tax to the City of Brownsville** where applicable.
49. 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.
50. **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.
51. **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.
52. **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.
53. Vendors commit to **not publicly disparage Brownsville Farmers' Market.**

Agricultural Producers + Farmers

Agricultural Producers and Farmers are an integral part of the Brownsville Farmers' Market. We welcome new and returning local and regional producers of agricultural products throughout the season.

Agricultural Producer / Farmer Defined: 75 percent of the vendor's sales at the Market are from agricultural products. All agricultural items must be grown and processed within 100 miles of Brownsville, Texas. To sell a product that you produce that is outside the 100-mile radius of Brownsville, Texas, your product must first be approved by the Brownsville Wellness Coalition Board, Market Manager, and/or designated representative.

- Fruit and vegetables
- Plants and flowers
- Herbs (dried or fresh)

Permitted value-added food items for sale WITH approval:

- Prepared foods must include local ingredients and be processed, produced, or made by the vendor Individually wrapped food or dairy items meeting state regulations;
- Ready-to-eat, individually portioned food;
- Prepared foods that are made from at least 80% local agricultural products. All prepared foods, their ingredients, the ingredients' origination, and whether such ingredients are local agricultural products must be designated on the application;
- Other prepared foods may be allowed upon prior written approval by the Market Manager.

Agricultural Producers

1. Agricultural Vendors are subject to **farm/ranch inspections** by BWC leadership with up to two other participating growers/producers if deemed necessary. Refusal of inspection will result in termination of selling privileges.
2. Vendors must display current Organic Certification when **promoting products as organic**. Claim of organic status may not be posted or used in promotion of the product, farm or ranch without proof thereof. [Learn more here.](#)
3. **Producers may offer value added items** made from producers' own vegetables, meat, fruit, milk, etc. but must first notify the Market Manager of intent to sell product at any market and acquire any necessary state and local permits.
4. **No live animals** may be sold at market.

Farmers

1. A farmer using **synthetic chemicals or dusts** on his/her crops must be completely transparent with this information to shoppers. In the event of dispute, a written statement must be submitted to the Market Manager via U.S. mail. The Market Manager may decide to inspect the farm with a certified organic farmer/s and create a final opinion regarding the treatment of the farm and subsequent action toward vendor.
2. Vendors must grow or produce the products sold and maintain high quality standards throughout the season.

3. **Off-grade or seconds or storage vegetables** must be labeled as such. BFM leadership may insist on removal of poor-quality items.
4. **Nursery-Only Vendors** must sell only cut flowers, potted plants, trees or nursery starts that are grown from seed, plug, cutting, bulb or bare-root by the seller. No resale of plants is allowed. Any business that grows or distributes plants with the intent to sell in temporary markets or at a temporary location needs a Nursery Floral License Class M and an Event Permit for each event. More information here: www.texasagriculture.gov/RegulatoryPrograms/PlantQuality/NurseryFloral.aspx

Ranchers

1. A producer selling any **meat claiming hormone and/or antibiotic free and/or grass fed** must have raised the animals from the ranch herd from birth (excepting poultry or wild, feral animals) or provide a certified letter from seller that animals have been hormone and antibiotic-free and/or grass-fed since birth and/or weaning. Further, it is preferable that the animals are born and raised completely on the producer's property from ranch herd of mother animals
2. If the producer does not have the capability of raising animals in the fashion described above, the producer must be completely transparent with shoppers and management of the market about **where the animals originated** if allowed to sell at the markets by the Market Manager and BWC Leadership.
3. **Wild fish** (from the Texas Gulf coast or Texas lakes) **and feral animals** (harvested from within the 100-mile radius of the market and slaughtered under all applicable regulations) are acceptable. The Market Manager requires copies of all relevant permits from city, county, state and federal permitting agencies.

All Food Vendors

1. All food vendors must comply with Federal, State, Brownsville and Cameron County **Health Department rules**.
2. No **plastic sampling spoons** are allowed. Wooden or compostable spoons may be used instead.
3. **Co-packed items** are not allowed for sale (farmers and ranchers exempt if item is produced by vendor, to be determined on a case-by-case basis by BWC Leadership).
4. **Follow labeling requirements from the State of Texas**, which must label all products with the following information: 1. Contact information: address, phone # and/or email address 2. Contents: Name of item should include common and usual name 3. List of ingredients according to weight. 4. Eight common allergens. **Cottage law vendors** must indicate on product labels this statement: This product is not inspected by any state of Texas or local health department. Find detailed information here: <https://www.dshs.texas.gov/foods/labeling.aspx>
5. **Health Department violations** must be corrected before a vendor is allowed to set up on next market date.

Cottage Food Vendors

Cottage Food Vendors are required to have a valid Texas Food Handler Certificate. This can be obtained online. The class and certificate are taken online: <https://dentontx.foodhandlerclasses.com/default.aspx>
Please email provide our market manager a copy of the Food Handler Card before your first market day.

Cottage Food Vendors may sell the following items:

- Healthy breads, pastries and pies
- Nuts and unroasted nut butters
- Fruit butters, jams and jellies
- Dehydrated fruits, vegetables and beans
- Popcorn and popcorn snacks
- Granola and cereal
- Roasted coffee
- Tea, herbs and herb mixes
- Dry mixes
- Pickles

Cottage Food Vendors must follow all labeling requirements of the State of Texas

- Name and physical address of the Cottage Food producer
- Name of the product aka “pickled onions”
- List of major allergens in the product including: “wheat, dairy, nuts, peanuts, eggs”
- Statement of non-inspection: “This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department.”
- Cottage Food Vendors must follow all labeling requirements of the Brownsville Wellness Coalition 3 • List of all possible allergens in the product including corn: “corn, soy, wheat, dairy, nuts, peanuts, eggs”.

Ingredient List:

- A list of ingredients must be available to the consumer at all times; this includes an ingredient list of the ingredients. Ex: Baking powder (cornstarch, sodium bicarbonate)
- Please have a binder that is always available upon request that includes a list of all cottage food items in your booth and all ingredients.

Why Do We Require the Ingredient List?

This requirement is primarily for allergen concerns. We want our visitors to be informed about the ingredients in your products so they can make informed buying choices. The consumers know the many names that their allergen is known by, but as the producer you may not. For example, did you know that caramel color and citric acid are made from industrial corn? Did you know that baking powder can contain wheat and corn; and margarine can contain corn? Thank you for helping make the Market a place that consumers can make informed food choices.

Read the Cottage Food Law (HB #970):

<http://www.legis.state.tx.us/tlodocs/83R/billtext/html/HB00970F.htm>

For more information on Cottage Food products and practices:

<http://www.texascottagefoodlaw.com/>

Allergen information:

Wheat/Gluten: www.celiac.com/list

Corn: <http://goo.gl/I4pMxb>

Dairy: <http://www.webmd.com/allergies/guide/milk-allergy>

Nuts/Peanuts: www.foodallergy.org/nuts

Soy: <http://www.foodallergy.org/allergens/soy-allergy>

Eggs: www.foodallergy.org/egg

Artisans

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 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. Vendor may not give cash back for 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.

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, 2) fines, 3) additional fines, 4) suspension/expulsion from market.

Fines

Late or No Notice of Absence

Full booth fee + \$5.00 penalty

Late Payments:

\$5.00

Late to Market/Not Ready to Sell:

\$5.00

Parking Violations

\$15 for first incident, \$30 for any additional incidents

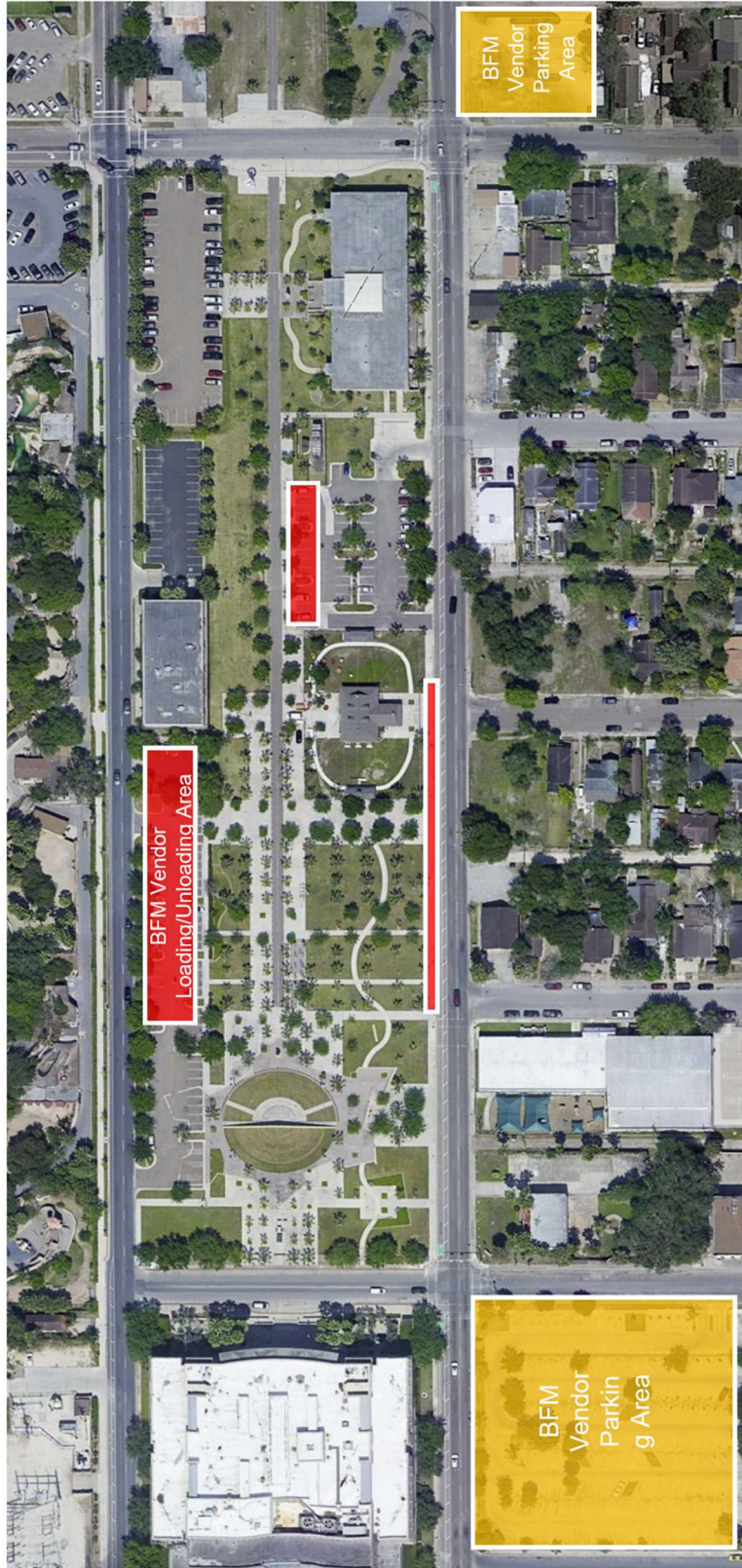
****All fines must be paid prior to setting up at the next market after fines were accrued. Unpaid fines are subject for expulsion from market at the Market Manager's discretion. ****

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.**

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: _____

Owner Signature: _____ Date: _____

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: _____