

Argyle Farmers Market

Cultivating Community, Nourishing Lives

MARKET RULES

Argyle Farmers Market Rules & Procedures for Participation

Argyle Farmers Market (AFM) rules are subject to change by AFM leadership at any point within the market year.

Last Revised: April 20, 2024

Mission

The purpose of the Argyle Farmers Market is to provide a service to the Community in three ways:

- I. Provides an economic marketplace for area farmers to sell their agricultural farm products and promote small family farms.
2. Offers the consumer a source of quality, locally grown produce, locally raised meat, and animal byproducts as well as scratch-made baked goods, foods, and plants.
3. Provides agriculture and healthy lifestyle education for the whole family while highlighting local non-profits that support agriculture and/or fight food insecurity.

Location

Argyle Farmers Market hosted by Argyle Party and Gift at 409 US Hwy 377 S, Argyle, TX 76226: (2nd Saturday of the month April-October) 9:00am – 12:00pm

Vendor Categories

Agricultural Producer:

-Produce that has been grown on the producer's land (including leased land) located within 100 miles of the market attended.

-Meat (excepting fish, fowl, and feral animals), that is from animals born and bred on the producers' land (including leased land) and processed at a USDA inspected facility as well as processed meat products such as bacon, jerky and sausage, or products such as eggs, cheese, yogurt, honey, soap or yarn from these animals.

-Foraged and wild-crafted items where the producer responsibly wild harvests a raw agricultural product from their own land, leased-land, or public land (where foraging is allowed) and packages the item(s) with minimal additional ingredients. Example products include yaupon tea, chile pequin, henbit or ramps.

All agricultural producers must maintain at least 50% of products/items sold at market comprising their own agricultural products to maintain this vendor category.

-Examples: Farmers, Ranchers, Beekeepers, Foragers

Value-Added:

-Culinary products from any operation that has changed the form, flavor, blend and/or the substance of raw products using as many market products as available, preference given to those vendors who use local products. Organic ingredients must be incorporated when available. Commercial kitchen must be within 100 miles of the market attended. Value Added vendors operate under town health requirements or as Cottage food producers.

-Examples: Salsa, Hummus, Cider, Dog Food & Treats, Baked Goods, Herbal products

Nonprofit:

Non-profit, non-partisan organizations may apply for complimentary booth space based on availability. Respectful fundraising is allowed at the market.

-Examples: Pet adoption groups, blood drives, youth organizations

Other Definitions

Reselling: Buying and reselling any item without additional ingredients or modifications to the existing product. Example: 1) farmer selling fruit or vegetable grown by another person or from a wholesale outlet. 2) purchasing balsamic vinegar and repackaging/labeling as your own product. What is acceptable is infusing, blending or adding other ingredients to make it your own.

Dumping: Selling at substantially less than market averages; Also refers to discarding unused food, water, ice, and other materials.

Off-site: Back to its origin – as in, dumping of trash, ice, water, etc is not permitted and must be taken off-site, meaning back to its base of operation. Dumping items next to market boundaries is not considered “off site.”

Fees

Application Fee:

All **invitations to sell at any market** are at the discretion of the Market Manager. Submitting an application and paying the application fee **does not guarantee admittance** into the market.

-An annual application fee which applies to vendors new to the market.

-Must be paid prior to consideration of vendor application.

-Non-refundable to ineligible vendors whose ineligibility resulted from stated market rules.

-Fee:

- Agricultural Producer: \$25
- Featured Non-Profit and Educational Vendor: \$0

-Vendors must resubmit a new, updated application each year, along with application fees. At this time, copies of permits, insurance, and any other documents deemed necessary will be requested and collected.

-Vendors who join (or reapply to join) the market will be expected to review, sign, and comply with updated market rules and readmission to market each April is not guaranteed.

Booth Fee:

-A fee paid each market day for one 10×10 booth space at the Argyle Farmers Market.

-Due before or by end of market day.

-Fee:

- Agricultural Producer: \$25
- Value-Added Vendor: \$40
- Featured Non-Profit: \$0
- Non-Profit: \$15 (If space permits.)

-When vendors from different categories booth share, each will pay \$5 less than the standard booth fee from each category, as follows:

- Agricultural Producer: \$20
- Value-added: \$35

Market Rules

All vendors

1. **Market rules** must be read and acknowledged via the Testimony and Hold Harmless Agreement for each person working in the booth before vendors attend any market. New **agents hired at any time** must agree to comply with all market rules by carefully reviewing this document with the owner and signing hold harmless.
2. **Laws, regulations, and rules put forth by the federal, state, city, or county government** must be followed by all vendors. Copies of all proper **permits, certifications, licenses**, etc. must be received by AFM before a vendor can attend any market. A **\$1,000,000 general liability policy** is required of all vendors to cover them in the event of an accident or foodborne illness at market, a certificate of insurance is required for each market attended that lists the market's full name and physical address (found on AFM website).
3. Existing vendors are not guaranteed a continued space and may be removed as a vendor upon resubmission of application or any time during the market year at the Market Manager's discretion. Annual Membership and Weekly Booth fees will not be refunded for any reason.
4. There is no guarantee of exclusive category for any vendor. **New items** (not included in the most recent application) must be submitted in writing via email and approved by the Market Manager before sold at market.
5. All items sold at the market must be **grown/prepared by the vendor within 100 miles of the market** unless a different arrangement is agreed upon by Market Manager, exceptions include Gulf seafood since there is not an ocean within 100 miles. **Re-selling** of any products or goods is prohibited (food vendors may blend or infuse products to make a final product of their own).
6. Markets operate, rain or shine. Vendors should prepare for all types of **weather** including cover for rain or sun and weights for winds. No refunds or discount in fees will be given in the event of inclement weather or lack of business due to the weather. Credit for a future may be given at the discretion of the Market Manager.
7. Vendors not attending a market must submit **notification of absence** to the Market Manager by phone **no later than end of day Thursday before weekend market**.
8. Vendors must be **set up & ready to sell** no later than 15 minutes before the market opens. 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. No driving within market boundaries is permitted until 15 minutes after the close of any market.
9. A booth space constitutes a **10'x10' space** using straight-legged canopies. Vendors cannot reserve more than 2 spaces. Merchandise must be restricted to within the designated booth space and signage must not impede flow of shoppers between booth spaces. 30 lb. **weights** must be securely affixed to each canopy leg at all times. Weights should be set up in a way to avoid injury to any person. The Market reserves the right to take down any canopy at the market at any time. **Booth locations** are subject to change. Vendors' booth locations may change month-to-month and vendors are expected to exercise flexibility in the event of relocation.
10. All vendors, community non-profits and educational groups must provide all of their own supplies including, but not limited to, table, chairs, tent/canopy, tent weights, signage, refrigeration and electricity/generator. Only **generators** at or below a decibel level of 60 are permitted at the market to minimize noise pollution. Generators shall be placed at a safe distance from the traffic of the market attendees such that the fumes do not interfere or cause concern to attendees or vendors.
11. **Only owners or agents** (family member, employee) may sell at market. Agents must be knowledgeable, communicative, and project a professional presence at market and must have worked at or visited the farm, ranch, or commercial kitchen of the producer. Agents must be at least 12 years of age. 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, products, harassment, or abuse toward anyone at any market will not be tolerated and may be reason for expulsion.
12. Vendors must transport **trash and recycling** off-site, no dumping or usage of market dumpsters allowed. Vendors must completely clean their booth space at the end of the market. Vendors who provide samples or prepared food must provide trash receptacles at their booth. Ice and water brought to the market must be discarded off-site. "**Off-site**" is defined as back to its origin. Dumping of trash, ice, water, etc is not permitted and must be taken off-site, meaning back to its bases of operation. Dumping items next to market boundaries is not considered off-site.
 13. Vendors may bring **pets** to the market if their permit allows. Service animals are welcome in any case. Pets must be restrained so as to not cause harm or concern to the market attendees or vendors.
 14. 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 Permits and Certificate of Registration for Weights and Measures where applicable. If a vendor dumps unsold inventory at any market, he/she will be warned once. A second violation may result in loss of market privileges with no refund of any previously paid fees pursuant to these rules.
 15. **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 email to a mailing list to receive the information electronically. No **disruptive or aggressive marketing** is permitted at market. QR codes are encouraged
 16. Vendors must **report Estimated Sales** (daily gross sales) to market staff when requested. Data is kept anonymous but required for market analysis and grant reporting.
 17. **Smoking and vaping** is not permitted in market territory. Vendors must leave market boundaries so that smoke or vape does not reach shoppers or other vendors. Intoxication from **alcohol or illegal drugs** will result in vendor expulsion from the Market and possible termination of vendor relationship.
 18. Vendors are required to comply with state and federal laws concerning **firearms** and may not openly display firearms while selling at the market.
 19. 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.
 20. Argyle Party and Gift and/or any **Argyle Farmers Market and individual board members are not responsible** for product liability, fines, penalties or the paying of sales taxes for individual vendors.
 21. **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.
 22. **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.
 23. Vendors commit to **not publicly disparage Argyle Farmers Market**.

Agricultural Producers

24. 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.

25. 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.
26. **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. For Value-Added items, **local farm or ranch ingredients** must be incorporated when available and in season.
27. **No live animals** may be sold at market.
28. **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.
29. **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. AFM requires copies of all relevant permits from city, county, state, and federal permitting agencies.

All Food Vendors

30. All food vendors must comply with Federal, State, Town of Argyle and Denton County **Health Department rules**.
31. **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>
32. **Health Department violations** must be corrected before a vendor is allowed to set up on the next or any future market date.

Violations and Fines

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 + \$25 penalty

Late Payments: \$15

Late to Market/Not Ready to Sell: \$15

Using Market Trashcans/Dumpsters and/or dumping on site: \$30

Incomplete Equipment Set Up (weights): \$30

Prices Not Displayed/Dumping: \$30

Bringing Items Not Pre-Approved: \$30

Incorrect Labeling: \$15

Tearing down Table, Tablecloth and Signage Before Market Close: \$15

Returned Checks: \$40 + checks will no longer be accepted from that vendor

****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 3 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.****

AFM Governance

Market Manager: The Market Manager is the authority on matters regarding operations at market and should be acknowledged by vendors as official decision makers in the event of an issue arising onsite.

AFM Board of Directors: The AFM Board of Directors are authorities on organizational policy and procedure and responsible for approving and finalizing market budget, rules and decisions as required by law.

Resolution and Grievances

Onsite Resolution: AFM will make every effort to reach a resolution in the event an issue arises. At market, Market Managers are the first step in resolving issues. Please locate a Market Manager and discreetly inform them of the issue at hand. Market Manager may be able to resolve the issue immediately, or they may choose to gather information to deliver in writing to the Board of Directors for further consideration. Vendors must abide by the final decision of the Market Manager or AFM Leadership. In the event that a grievance is submitted to AFM's board, the board shall investigate and resolve the grievance on its own or may delegate such responsibility to one or more persons subject to such directives as the board may determine necessary or appropriate.

Re-Application of Terminated Vendor: A terminated vendor may reapply to be a vendor at AFM's farmers market events at any time after the vendor becomes compliant with AFM's applicable requirements, subject to AFM's standard requirements for new vendors.

AFM Market Rules must be acknowledged by all vendors and agents who will be representing any vendor by signing the Hold Harmless.