

KOSSE TEXAS FARMERS MARKET

2013 Rules & Guidelines

1. Market Overview:

- a. The KFM (Kosse Farmers Market) hours of operation shall be Saturdays from 8am-12 from May 18th to October 20. The market is located downtown Kosse on Main Street (Narcissus).
- b. The market exists to:
 - Create a sense of community and unity for people in and outside our city limits.
 - Promote local businesses and create economic development around foods that are grown, raised, and processed locally.
 - Raise awareness about the rich and diverse agricultural area in Kosse.
- c. The markets definition of local in within the city limits of Kosse, and to reach out of the city limits up to 8 miles.
- d. No franchises are allowed to sell at the Market.
- e. Booth fees are as follows: \$10 per table per Saturday/with a annual fee of \$35 for producers who have a Kosse address, and \$45 for out of range producers. If you have more than one table the fee may be waived for a period of time as delegated by the board as a effort to promote our newly formed Kosse Farmers Market.
- f. Booths are assigned based on diversity of product or at market manager's discretion.
- g. All vendors must have membership on file by May 1st.
- h. No smoking will be allowed by vendors while managing their produce. (or you must step away 50')

2. Information for all vendors:

- a. Vendors may have one booth. Exceptions may be made by the market board members.
- b. Vendors must display a sign identifying the name and location of the business
- c. Prices must be placed visible to the consumers
- d. Vendors must leave street frontage available for consumers (you must unload your produce prior to 8am) parking.

3.Fruits & Vegetables:

- a. 75% or more of all produce offered for sale must be homegrown. Presale of a local growers produce is allowed provided that the vendor is knowledgeable about the growing practice of that farm on which that produce was grown. Produce resold in this manner must be labeled with the farm name or location where it was sourced.
- c. No brokered or wholesale products are permitted.
- d. The term "organic" may only be used by farms that are certified organic. Vendor must display their certificate at the market.

4. Meats & Poultry

- a. All meats and poultry to be sold at the market must be owned and raised by the farmer selling them. Selling meats from other farms is prohibited.
- b. All meats and poultry to be sold at the marker must meet Federal, State and local preparation, licensing, labeling and storage regulations.

- b. All meats must be processed in a USDA inspected slaughter facility.
- c. Small poultry producers may have their birds processed either at a USDA inspected plant or an MDARD inspected plant. If the product originates at an MDARD-inspected facility, it is necessary to have a copy of the MDARD license on hand at the farmers market. Poultry from farms raising more than 20,000 must also be processed as such. A USDA seal of inspection must appear on all packages of meat originating from that plant.

5. Eggs:

- a. All eggs to be sold at the market must come from flocks owned and raised by the farmer selling them. Selling Eggs from other farms is prohibited. All eggs to be sold at the marker must meet Federal, State and local preparation, licensing, labeling and storage regulations, which require personal labels, and a 45 degree or cooler climate.

6. Fish:

- a. All fish must meet the Federal, State and local preparation, licensing, labeling, and storage regulations.

7. Dairy Products:

- a. All dairy products including cheese, yogurt, cream etc.to be sold at the market must meet Federal, State and Local Preparation, licensing, labeling and storage regulations.

8. Baked Goods

- a. All baked goods must be prepared using as many local ingredients as possible
- b. All vendors selling bake goods will display a sign with each locally-sourced ingredient listed, along with the farm oar business from where it was sourced.
- c. All baked goods must be prepared in a licensed kitchen unless such items meet the criteria identified in the Cottage Food Law.
 - Must be non-potentially hazardous that do not require time and or temperature control for safety as defined under the law
 - It must be approved by the market manager
 - It must be properly packaged and labeled with all information specified by the law

9. Prepared Foods

- a. All prepared ready to eat foods to be sold at the marker must meet Federal, State and local preparation, licensing and storage regulations.

10. Plants:

- a. All potted plants, herbs. bedding plants, nursery stock or cut flowers sold at the marker must be grown by the vendor selling them. No wholesale or brokered products will be allowed.

11.Arts & Crafts:

- a. Food and Garden products are desired over arts and crafts it is at the discretion of the board to limit how many arts and crafts may be sold. If allowed arts and crafts must be made by the vendor.

12. Liability Insurance

- a. Kosse Farmers Market assumes no responsibility and shall not be liable for any damage or injury.
- b. Kosse Farmers Market requires that vendors either:
 - Name the KFM as additional insurance on their farm/business liability insurance policy and proved proof of the coverage or
 - Sign a “hold harmless” agreement

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KOSSE FARMERS MARKET VENDOR APPLICATION

Business Name: _____

Contact Name: _____

Address : _____

City, State, ZIP: _____

Phone: _____

Email Address: _____

If employees, partners, friends of the family other than yourself will be selling at the marker please list all their names here:

What products do you plan to sell?

Product:

Where grown/made:

Please read the following statement of requirements for participation in the Kosse Farmers Market. Your signature is confirmation that you fully understand and agree with all of the requirements.

- I have read and understand the 2013 Vendor Rules and Guidelines. Understand and agree to follow them, knowing that failure to do so may result in forfeiture of my table or space.
- If my farm is certified organic or certified naturally grown I will display my certificate at the market.
- My farm/business does not have liability insurance for the Kosse Farmers Market. I will sign a copy of the “Hold Harmless” agreement when my table is assigned. I will provide a copy of my policy for liability insurance if I have it.
- You understand that the Market may publish your farm, business, pictures, information on the Internet and in promotional materials, and that you do approve of this.
- FAILURE TO ADHERE TO ANY OF THE ABOVE RULES MAY RESULT IN FORFEITURE OF YOUR SPACE OR TABLE. THE MARKET WILL OPERATE BY A

“THREE STRIKES” POLICY, WEHRE BY

- 1) THE FIRST VIOLATION WILL RESULT IN A VERBAL WARNING
- 2) THE SECOND VIOLATION WILL RESULT IN A WRITTEN WARNING
- 3) THE THIRD VIOLATION WILL RESULT IN SUSPENSION OF MARKET PRIVILEGES FOR AN AMOUNT OF TIME TO BE DETERMINED BY THE MARKET BOARD OF DIRECTORS.

KOSSE FARMERS MARKET FEES:

* \$10.00 PER TABLE/\$35.00 ANNUAL FEE FOR VENDORS WITH KOSSE ADDRESSES

* \$10.00 PER TABLE/\$45.00 ANNUAL FEE FOR OUTSIDE KOSSE RESIDENTS.

* Note: Table Fee Waived for the May 2013 Farmer’s Market

VENDOR SIGNATURE & DATE

MAIL THE SIGNED AND DATED APPLICATION TO:

**Kosse Farmers Market
Attn: Karen Partin
P. O. Box 23
Kosse, Texas 76653**

2013 Kosse Farmers Market Hold Harmless Agreement & Guidelines for Vendors

_____, (Hereinafter called "Seller"),
in consideration of being provided selling space at the Kosse Farmers Market, agrees to
the following terms and conditions:

1. Seller shall indemnify, defend, and hold harmless the Kosse Farmers Market, Market agents, chairpersons, volunteers, landowners, the City of Kosse 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 Seller, its agents and employees, in connection with Sellers participation in the Kosse Farmers Market and in the performance of services, work or activities under this Agreement and the Kosse Farmers Market Vendor Rules.

2. Seller acknowledges receipt of and agrees to comply with each rule, regulation, procedure, term and condition set forth in the Kosse Farmers Market Vendor Rules.

This Agreement is acknowledged and executed this date of: _____

BUSINESS/VENDOR NAME:

BUSINESS/VENDOR ADDRESS, CITY, ST, ZIP

VENDOR SIGNATURE