



## City of Palestine Farmer's Market

### Guidelines

#### **General Rules:**

Welcome to the City of Palestine. The following is a list of rules each vendor must read, sign to participate in.

The Farmer's Market is put on and managed by the City of Palestine. Any questions or concerns should be directed to the Director of Community Services Department, Patsy Smith or the Assistant Director, Richard Dorsey, or Project Manager Danielle Shultz.

- A. **Definition of Vendor:** The producer/reseller of goods sold at the market. "Vendor" shall be defined as: the producer/reseller of goods sold in the market and shall include the spouse, children, parents and employees of the vendor approved to sell goods at the market.
- B. **Permitted items for sale:** Agricultural, horticultural, homemade and handmade items (items which are at least 75% created by you and a list must be provided of items for sale). Vendors may not sell or offer any products or literature deemed offensive, or which may incite violence, crime or disorderly conduct. Vendors may not sell weapons, resale garage sale items, live animals or meat at the City of Palestine Farmer's Market. Vendors are free to advertise live animals or meat for sale, but may not make the exchange or sale at the Farmer's Market.

**Re-sale of items:** Seasonal fruits and vegetable must be properly identified as to the source. In order to resell items as "locally grown", items must have been grown, produced, or processed within a 90 mile radius of the Farmer's Market. **If the vendor has purchased local items to resell, the name, location, and contact information must be clearly posted.**

**Any agricultural items such as yard eggs or dairy that is not permitted from the State of Texas must be marked as UNGRADED, and have contact information of the producer clearly posted.**

- C. **Vendor Space:** All approved applicants who sell items in the market are required to register for the space they use. No part of the display may extend into the pedestrian walk spaces or parking areas.
- D. **Space Assignment:** Because of the limited spaces available under the covered pavilion Spaces are on a first come first serve basis. Outside spaces are available and will be rented for the same amount. Vendors will only be allowed to rent one stall. All spaces needed for weekend rentals must be made by that Friday before 5pm. No Stalls will be assigned on a permanent basis.



- E. Hours of Operations:** The Farmer's Market Area will be open 365 days of the year from 6:00 AM (setup) and open to the public from 9:00 AM to 6:00 PM. To avoid vehicle congestion, please remove all items from vehicle before you begin booth setup. The Rules and Guidelines for the Farmer's Market will be in effect at ALL times.
- F. Clean up:** Vendors must leave the Farmer's Market clean. Please do not leave behind garbage. Vendors may not dump oil, wastewater, or any other refuse (including clean water and/or ice) into the storm drains, landscaping or any other area around the market. Absolutely no equipment or vehicles, refrigerators, trailers, tables or tents may be left at the Farmer's Market after normal business operating hours. Vendors are responsible and must vacate the premise after each market day **NO EXCEPTIONS**. There will be no cutting of produce for the purpose of display or tasting allowed.
- G. Vendor responsibilities:** Vendors are responsible for their children and guests at all times. **Do not allow your children to run freely through the market to disrupt other vendors or customers. Children are to be supervised at all times.** Vendors are responsible for their merchandise, security and liability of their booths and persons. Vendors shall indemnify and hold the City of Palestine harmless of any and all loss. **NO smoking is allowed at the Farmer's Market. Alcoholic beverages and firearms are not allowed at the Farmer's Market.** Vendors must obtain and possess, on their own, all appropriate licenses and permits and may without notice be required to show such to any of the City of Palestine Farmer's Market representative. This includes, but not limited to, sales tax licensing and health permits. **(MuniCode Smoking Section 46-118 & O-17-16; Alcohol Section 10-4; Firearms Penal Code 30.06 & Penal Code 30.07).** (A) All vendors must be approved by the City of Palestine. (B) Approved vendors may sell out of season items which must be properly identified.
- H. Hold harmless clause and insurance:** Each vendor is responsible for carrying his/her own general liability insurance if desired. All vendors agree to hold the City of Palestine harmless for any loss, cost of damages or other expenses incurred.
- I. Conflicts:** Any conflict, or potential conflict, which may arise between a vendor and customers or between vendors at the market must be brought to the attention of either the Director or Assistant Director of Community Services Department.
- J. Sole discretion:** The City of Palestine reserves the right to make any and all decisions in the best interest of the Farmer's Market.
- K. Other Clauses:** Vendor shall at all times conduct themselves in an acceptable and orderly manner or may be banned from participation in this and future events. The City of Palestine reserves the right to deny any vendor based on their sole discretion. The City of Palestine reserves the right to deny participation without registration refund to a vendor who displays inappropriate items for this event, or causes any other sort of disturbance.
- L. Price Fixing:** Sellers are free to set their own prices. The City of Palestine will not be responsible for any prices set by the sellers.



- M. **NO “HAWKING”** of products, or **“BARKING”**, distraction of customers from another vendors booth, or disparaging remarks about another vendors goods will be tolerated.
- N. **Displaying of Signs:** All vendors will display a name and phone number on their assigned booth, so that customers can make contact with them on purchases made and or complaints on products sold.
- O. Vendors **SHALL NOT** interfere with communication between other vendors and their customers; i.e.: singing or playing of loud music – **NO AMPLIFIED MUSIC IS ALLOWED**

**\*\*No refunds of vendor fees will be given for any reason\*\*.**

**VIOLATIONS:**

- A. **COMPLAINTS:** Any complaints against any vendor regarding the origination of the producer or goods or any other matter must be directed to the Community Service Department. Resolution of complaint matters shall be the responsibility of the Director or Assistant Director of Community Services Department. The Community Service Department shall determine, in their sole discretion, what type of investigation, if any, shall be conducted in response to written complaints. They will determine whether or not written complaints are valid and appropriate, and the time frame in which such a response shall be made.
- B. **Complaint Resolution:** A vendor may receive citations for violating any provision that under minds the smooth operations of the Farmer’s Market. Citations are issued in the following manner:
  - 1<sup>st</sup> Violation:** vendor receives verbal written warning
  - 2<sup>nd</sup> Violation:** vendor receives written warning
  - 3<sup>rd</sup> Violation:** vendor can stay for that market day, but will no longer be eligible to participate in the Farmer’s Market.

\* **Severe violations of the Rules and Regulations for Operation of the Farmer’s Market at the discretion of the City Manager or Designee will result in immediate eviction or removal from the Farmer’s Market.**