

Taylor's Heritage Square Farmers Market

Introduction:

The City of Taylor is proud to establish the "Taylor's Heritage Square Farmers Market" (referred to henceforth as the "Market.") The Market is scheduled to operate every Saturday morning from 9:00am – 1:00pm starting the first Saturday of May through the last Saturday of July and the first Saturday of October through the third Saturday of November. The Market operates in accordance with all City, County, State and Federal laws pertaining to its operation. The mission of the Market is to provide Taylor and surrounding areas with locally grown foods and farm products and to attract customers to the Taylor area. The Market is a project sponsored by the City of Taylor Main Street Program. The Market is focused on locally grown produce and farm products from the region, but may also host a limited amount of ready to eat and value added products, as well as craft products, to support local artisans, downtown Taylor businesses and food based entrepreneurs.

Market Operations:

Market season is scheduled to operate every Saturday morning from 9:00am – 1:00pm starting the first Saturday of May through the last Saturday of July, and the first Saturday of October through the third Saturday of November. Vendors may arrive as early at 8:00am. All vendors must wait until 9:00am to begin selling to the public. Vendors may sell to another vendor, the vendor's employees or physically challenged shoppers for 15 minutes prior to opening. All Vendor's must depart the selling area no later than 1:45pm.

The Market will be located at 101 – 159 East 4th Street, Taylor, TX 76574 otherwise known as Heritage Square Park Pavilion.

Market Governance and General Rules:

- No retail selling or recruiting for business purposes is allowed at the Market.
- All agricultural products sold at the Market shall be merchantable quality.
- All agricultural products sold through the Market are to be grown in Texas.
- Texas Department of Agriculture requires two or more vendors must be farmers selling their own product.
- The vendor's acceptance to the Market is at the discretion of the Market Manager.
- All vendors must represent their products in an honest manner, written or verbal.
- All vendors must conduct themselves in a courteous and professional manner.
- Leashed pets are allowed at the market.

- Propane burners for hot food may only be used outside of the Pavilion and may ONLY be used when a burn ban is not in effect for Williamson County.
- No smoking by vendors is allowed within 50 feet of the vendor area.
- All vendors must clean up their area prior to departure and their personal trash taken off premises.
- Booths are available on first come-first serve basis, with priority given to returning vendors at the beginning of the season. Participants wishing to change booth locations can put their names on a waiting list.
- No refunds or credits for inclement weather – the Market is rain or shine.
- The Market Manager representative maintains order at the Market.
- The Market Manager maintains current and accurate records of each vendor.
- The Market Manager promotes and advertises the market through paid and free media, including public service announcements, local businesses, civic groups, neighborhood associations, and general public, using all venues available to the City's Public Information Officer.
- Vendors are responsible for bringing their own tables, chairs, tents, signs, and/or other equipment.
- Vendors are responsible for their own booth set-up and tear-down.
- All signs must be kept within the boundaries of assigned booth space.
- The Market Manager has the authority to issue warnings and take appropriate action against participating sellers/vendors who violate the rules contained in this document. The Market Manager has the power to immediately suspend or remove any vendor for any health, safety and liability risks by any violation.
- The Market Manager may expel any vendor from the Market if it is determined that this would be in the best interest of the Market.
- NO MULTILEVEL MARKETING VENDORS WILL BE ALLOWED.
- Any organization wishing to do cooking or healthy eating habits demonstrations will be approved and scheduled accordingly by the Market Manager.
- Situations not covered in this document will be handled at the discretion of the Market Manager and the Main Street Manager.

VENDOR REQUIREMENTS:

For a Farmer to become a vendor, you must:

- Fill out and sign a vendor application annually.
- Agree to all terms contained in this document.
- Hold all required permits, licenses, last inspections of kitchen and insurance policies necessary for your business operations and provide copies to the Market Manager and the Main Street Manager.

For a Value Added or Crafter/Artisan to become a vendor, you must:

- Fill out and sign a vendor application annually.
- Agree to all terms contained in the Market Rules.
- Hold all required permits, licenses and insurance policies necessary for your business operation and provide copies to the Market Manager and the Main Street Manager.
- Sign the Indemnity Agreement contained in the vendor application.
- Use local products (150 mile radius of Taylor) when available.
- Produce your own product.
- There will be no more than two of any specific type of non-produce vendors. The second potential vendor will be notified of the presence of another similar vendor during the application process. However products that are similar but uniquely different will be allowed on a case by case basis.

Sales Tax:

- All vendors are responsible for collecting and paying Texas State Sales Tax as applicable to their product.
- You may obtain more information or a tax permit at the State Comptroller's website: www.window.state.tx.us or by calling 1-800-252-5555/

VENDOR APPLICATION FORM

NAME: _____

FARM/BUSINESS NAME: _____

ADDRESS: _____

CELL PHONE: _____ EMAIL: _____

WEBSITE: _____ REQUESTED NUMBER OF SPACES: _____

LIST OF PRODUCTS TO BE SOLD: _____

VALUE ADDED PRODUCTS: (VALUE ADDED PRODUCTS ARE TYPICALLY PRODUCTS THAT ARE FOOD BASED FROM LOCALLY GROWN PRODUCTS, FOR EXAMPLE, JELLIES PRESERVES, DRIED HERBS, SOAPS WITH HERBS, ETC.) _____

All Vendors are responsible for the quality and safety of the products they sell.
All Vendors are responsible for providing 30 pound weights on each leg of their tents.

Participation Agreement:

This agreement admits the Producer under the same terms and conditions as other participating Producers and does not constitute permission to participate; if the Market’s Rules are violated.

I would like to reserve a Summer and Fall vendor space for \$40.00 \$ _____

I would like to reserve a Summer ONLY vendor space for \$30.00 \$ _____

I would like to reserve a Fall ONLY vendor space for \$20.00 \$ _____

I would like to reserve on a week-by-week basis ONLY for \$10.00 \$ _____
(Per week and one space only)

My check # _____ in the amount of \$ _____ is enclosed.

****Make checks payable to the City of Taylor Main Street Program and mail with all forms to 400 Porter St., Taylor, Texas 76574****

WHEREFORE the following parties are in agreement and executed this _____ day of _____, 2019.

Vendor: _____

Market Manager: _____

Main Street Manager: _____

INDEMNITY AGREEMENT:

The vendor shall indemnify, keep and save harmless the "Taylor Farmers Market" and all agencies the "Taylor Farmers Market" has agreements with including, but not limited to the State of Texas and The City of Taylor, from and against, any and all claims and demands, whether for injuries to person, or loss of life, or damage to property n, on or off the premises, arising out of the use or occupancy of the premises by vendor and shall defend at vendor's own expense any actions brought against the "Taylor Farmers Market" and any of the above mentioned organizations or any other person or organization with the "Taylor Farmers Market" has a contractual relationship by vendor's acts or omissions.

Vendor Signature: _____

Date: _____