

Barton Creek Farmers Market at Barton Creek Mall

Location: 2901 S. Capital of Tx Hwy, 78746

**Mailing Address: 3110 Fontana Drive
Austin, Texas 78704**

Tel: 512.280.1976 Fax: 512.443.0143

BartonCreekFarmersMarket.org

BartonCreekFarmersMarket@gmail.com

Rules

Names and Times of Markets:

Barton Creek Farmers Market at Barton Creek Mall open every Saturday from 9 - 1 on the back side of the Barton Creek Mall parking lot

Market Director: Salila Travers

Market Managers: Salila Travers, Anya Whaley, Ruth Wilmore and Enrique Batista

Set-ups In Charge: Daniel Krumland and Enrique Batista

Advisory Board:: President: Ruth Wilmore, Vice President: Dan Rohrer, Secretary: Jim Moore, Treasurer: Salila Travers. **Board Members:** Anya Whaley, Alex Perry, Thomas Flynn, Don Miller, Patricia Michael.

Barton Creek Farmers Market is governed by the Advisory Board. The Market Managers are responsible for the operation of the Market and enforcing the rules set forth by the Advisory Board. These rules are for the safety of those attending the Market and are to facilitate a safe, harmonious, cohesive and flourishing Market.

Vendors

1. **All** Vendors and their agents must read the rules, sign and submit the Testimony and Hold Harmless Agreement; and submit their application and the proper documents required for their particular application before participating in the market. A member statement also must be submitted. The member statement entitles you to free insurance at the market and the opportunity to purchase insurance for your product to be in a store at a very reasonable rate. The applications and forms can be printed out from the New Vendor section of the website. All agents for a venue can sign one Testimony/Hold Harmless form.
2. **Be** ready to sell by time market opens and (unless you have express permission from the Market Director) stay until market closing or ten minutes after closing if you have to drive a vehicle through the market to leave.
3. **All** vehicles needing to drive through the market must be in place (if parking at the curb) or out by 30 minutes prior to opening, or you must park elsewhere and walk in. There may be a few management-approved exceptions. When placed in the middle of the market, pull your vehicle in so that it does not block traffic. Immediately unload your vehicle completely and move it out of the market. Do not start setting up your tent, etc. before moving your vehicle out. Not doing this can create a traffic jam and slow others down. Do not drive thru the market

before ten minutes after closing as pedestrians are often still around. Drive slowly through the market at all times.

4. **Park** far away from the market so that you do not take prime parking spaces. As the east end of the market is closed to all but wheelchair traffic, you may park there or beyond the east entry on that end. If parking across the street, park far out. If you are parking on the west side of the market, park beyond the entry.
5. **Bring** enough products to last through the end of the market. An abundant display brings more Customers to your booth. The only exception to this is in the case of farmers who run out of their farm goods which can be unavoidable.
6. **Notify** the Market via email (bartoncreekfarmersmarket@gmail.com) or phone 512.280.1976 no later than 12 noon Friday if you are coming to the Market after not attending, if you are not going to attend the Market, are going to be late, or must leave early on the following Saturday. Failure to notify the Market can result in your being charged \$25 - \$40 for the inconvenience caused and/or losing your regular space to another Vendor. Stall reservations are considered commitments by the Vendors to participate in the market and last minute changes can be quite complicated and time consuming. It has been shown that empty spaces around a Vendor hurt his sales, so out of consideration to your fellow Vendors, please notify us early enough to handle the changes.
7. **Vendors** must grow, produce, or be an agent for the grower of the products they sell at the Market. Agricultural products sold must be of merchantable quality and are subject to reasonable crop inspection and selling point inspection. Market organizers may request removal of poor quality items, be it produce, prepared foods or artisans' ware. At least two members of the market are farmers selling their own produce. 90% of all agricultural products must be grown in Texas.
8. **Reselling of any products or goods in the BCFM is prohibited; exceptions may be granted by the Board of Directors.** Vendors may name a qualified agent (family member, employee or designated agent) to handle sales at the market. The agent must be fully educated and knowledgeable about the product, how it is used, grown or produced and be able to communicate this clearly to the Customers. The relationship between the Customer and the Vendor is an important one, so choose someone who reflects well on your product. This relationship can bring the Customer back to your booth week after week.
9. **Farmers** are subject to farm inspections to be conducted by a professional inspector or a Market Manager or one appointed by a Manager, and up to two other participating growers. Farmers are required to be available for surprise inspections immediately following (but not limited to) the market day. If there is a complaint or suspicion of reselling, the following applies: if the farm has been inspected within the last two years and he has no violation upon inspection, the accuser is responsible for all costs involved. If the Farmer is found guilty of a violation (i.e. not growing the produce he sells), the Farmers is responsible for costs and any penalties decided on by the Board. Any person's time spent inspecting will be compensated for at the rate of \$25/hour including travel time. If there has been no visit within two years, the BCFM will be responsible for the inspection costs if the Farmer is innocent of violation. **All** Vendors using the term "organic" must be certified organic legally.
10. **Nursery Vendors:** All potted plants, trees or nursery starters that are sold at the SVFM must be grown from seed, plug, cutting, bulb or bare-root by the seller. No resale of pre-finished plants is allowed unless part of an artistic arrangement.
11. **Prepared Food Vendors** will be required to produce package-ready samples of

- their product and provide proof of proper licenses before being allowed to sell at the market. New Food Vendors entering the market are required to use only natural ingredients, preferably organically grown, with no artificial colorings, flavorings or hydrogenated fats. If a health department permit is required, you will have to furnish proof that we have toilet facilities. This is available on the New Vendor page of the website.
12. **All** Vendors must have approval for and submit a sample of **any** new items before selling.
 13. **Each** Vendor is entitled to ten feet of frontage space. Vendors must keep their merchandise and tables neatly within the designated stall space unless authorized by a Market Manager. Please note that the dots painted on the concrete are the points for your tent legs, and your tent is sharing that dot with the tent next to you.
 14. **All** Vendors should make their venue fit in with the theme of the market. The appearance of the venue must be approved by a Market Manager.
 15. **Vendors** who produce trash must provide neat, visible trash receptacles.
 16. **Vendors** must not bring their pets to the market ever.
 17. **Each** Vendor shall set his/her own price. Price fixing is illegal.
 - a. A sales tax number may be obtained through the State Comptroller's office if applicable.
 18. **All** Vendors are required to post or have in their possession when applicable:
 - a. Signs clearly identifying their name or the name of their venue.
 - b. Organic Certification.
 - c. Certificate of Registration for Weights and Measures.
 - d. Licenses required for health or other practitioners in order to legally practice.
 - e. Nursery License.
 - f. Appropriate health department permits.
 - g. Printed ingredients available for any products sold.
 19. **All** Food Vendors must comply with Health Department rules as set out below:
 - a. All food products must be stored 6" above the ground.
 - b. All meats sold must be kept at 40 degrees or less.
 - c. Any cheeses sold must be kept at 40 degrees or less. Any sampling cheese must be on ice or ice packs.
 - d. All eggs must be kept at 40 degrees or less except for a few that may be kept on the table to be sold right away. They also must be dated.
 - e. Health regulations prohibit the sale of food prepared in an unlicensed kitchen.
 - f. Hand washing stations as required.
 - g. Any prepared foods that could be potentially hazardous foods must be kept at the proper temperature.
 - h. Any unwrapped prepared foods must be protected by some kind of cover.
 - i. Prepackaged products sold in containers must be labeled with the quantity or weight of the contents, the name & address or the producer and a list of all ingredients.
 - j. All packaged products must be dated.
 - k. Any other applicable state and/or local health regulations.
 20. **Sampling** Requirements:
 - a. Keep samples in clean, covered containers or individual containers as required by your individual license.
 - b. Use toothpicks or disposable utensils to distribute the samples.

- c. Dispose of pits, peels and rubbish in leak proof garbage receptacles.
 - d. Maintain control over samples (self-service not permitted).
 - e. Provide your own trash receptacles.
21. **Any** fines received by BCFM for incorrect sampling procedures will be assessed to the Vendor responsible for the non-compliance. Failure to abide by these sampling requirements may result in revoking your approval to provide samples to the Market Customers.

Fees

1. **The** yearly Vendor's fee is \$150.00 for all vendors, unless otherwise specified.
2. **The** weekly rental fee will be between \$40 and \$85 for each 10 x 10 space. We will collect fees for the month on the first Saturday of the month, with a handling fee of \$5 for each week if the month's fees aren't paid at the first attendance for the month. It is permissible to submit more than one check, as long as you provide payment for the entire month. The checks will not be deposited until after the Saturday market to which they apply, in the case when more than one check is provided. (If there are any changes in your attendance or booth fees, we will credit you or charge you accordingly). If you pay by check, **please have your check(s) ready with the appropriate week written on the memo section and the name of your venue clearly marked. These checks are to be written upon arrival at the market. If you are paying cash, the cash should be in an envelope with your name clearly marked.** Do not submit the cash until it can be counted and a receipt given. The fee for a returned check is \$25 and for late payment is \$5. If there is an error on our side in depositing a check, we will be responsible for all fees.
3. **For** those Vendors who do a trial period at the Market before committing to regular attendance, the price will be an additional \$20 per week (with no additional yearly fee) for up to 4 consecutive weeks. The \$20 over the normal weekly fee will be applied to the yearly fee if the Vendor then chooses to remain.
4. **\$25 – \$75** can be charged for no notice, lack of timely notice of absence, not being ready to sell at 9:00, breaking down tables before 1:00, or leaving before 1:00 unless prior approval has been granted by a Market Manager. It is permissible to break down your tent whenever you wish as long as there is still a semblance of your presentation remaining, such as your sign(s) and your table. **Due** to the potential danger of an accident, the fee for driving through the Market after 8:30 or before 1:10 is \$25.00.
5. **Those** vendors requiring electricity will be charged an additional \$10.00 per week for each electrical outlet used.
6. **Shared** booths: The additional fee for a shared booth is \$20 for each additional vendor. Each Vendor must fill out an application and an annual fee is required from each.
7. **The** fee for a Vendor using the market's trash receptacles is \$15. Please dispose of your own trash in other words.
8. **The** fee for not having sufficient weights on your tent and/or not taking down your tent (when windy) when asked by a Market Manager or any appointees of a Market Manager is \$50 and due to the potential for injury when it is windy, the Market reserves the right to take down the tent. Please do not put up your tent if you do not have 29# (the weight of a double cinder block from Home Depot) or greater weights attached to each leg no matter what the weather. The parking lot

is situated such that any wind is maximized there, and sudden gusts can spring up at any time resulting in tent legs swinging up and hitting someone. **These weights must be tied securely to the tent with strong rope. Bungees will ultimately break and can do some serious harm if they spring back on a person, so rope is recommended. The weights must not dangle or be balanced on the tent leg or loosely tied onto the tent leg, as the tent leg can shift resulting in no weight on the leg. Tents must also be secured to neighboring tents and ON WINDY DAYS AT LEAST TWO PEOPLE MUST SET UP AND TEAR DOWN TENTS. IF ALONE, GET HELP FROM A NEIGHBOR OR MARKET PERSONNEL. Vendors must weigh down their equipment immediately and not first set up their booth. THE IMPORTANCE OF THIS CANNOT BE STRESSED ENOUGH AS IT CAN RESULT IN (AND HAS IN THE PAST) SERIOUS INJURY TO A PERSON. Whenever possible, tie onto a vehicle, however in this event, the front legs still must be weighted down as outlined above. If you do not comply with this and there are no weights available, you will not be able to set up your tent on that day.**

Standards of Conduct

Vendors and employees representing Vendors are expected to:

1. **Be** knowledgeable about their product, how it is used, grown or produced and be able to communicate that clearly to the customers.
2. **Be** courteous, professional and presentable at all times.
3. **Making** market issues public or acting in such a way as to override Management or disrupt the harmony or cohesiveness of the Market is not allowed. It is a privilege, not a right to sell at the Market and the Vendors have no rights of Management, unless so designated by the Board. Submit in writing any grievance you may have with the Market or the Management to a Board Member. Any Market Manager has the right to issue warnings and/or suspension and/or indicated fines to any Vendor who violates Market rules. Any Vendor issued a warning, and/or suspension and/or fines may request a hearing with the Board to protest said action. Decisions by the Board are final. Vendors who do not comply with the market rules may forfeit their privilege of selling at the Market.
4. **Display** their products in a sanitary, presentable and attractive manner.
5. **Be** honest and conduct themselves at all times in a courteous and business-like manner. Intoxication may result in vendor expulsion from the Market.
6. **Treat** each other, staff, Customers and management with respect. Inappropriate language or behavior, harassment or abuse toward another anyone at the Market will not be tolerated.
7. **Refer** comments or complaints to the Director or to a Board Member. Refrain from spreading suspicious or unsubstantiated stories about anyone at the Market to anyone at the Market.
8. **Refer** difficulty with customers to a Market Manager or a Board Member..
9. **Bring** to the attention of a Market Manager or a Board Member any grievance regarding actions or prices of another Vendor if it cannot be handled politely and quickly. If the grievance is not settled directly, the Market Director will determine if a special meeting needs to be called to settle it.
10. **Dress** neatly and practice clean personal hygiene.
11. **Maintain** a clean area, free of debris at all times. Pick up any trash you see on the ground during and after the market. BCFM places receptacles in the

common area aisles for use by Market customers only. All Vendors providing samples must supply a trash receptacle for public use, and are responsible for disposal of their own trash. All Vendors are responsible for helping clean up the Market at the end of the day.

General

1. **The** market is a tobacco, gun & alcohol free zone. Please smoke far enough away so that the smoke does not drift into the market.
2. **All** customers' pets must be on short leashes. At the slightest hint of aggression, please call a Market Manager or a Board Member to handle the situation. That includes barking.
3. **The** Board reserves the right to modify the rules as necessary.

In summary, these rules are designed for everyone at the Market. Please follow them and help others to follow them. If you see noncompliance, please inform the Vendor politely and if the problem doesn't correct, inform a Market Manager or a Board Member. The Market is too big for even a few individuals to see everything that goes on and you aren't "tattling" when you report violations - you are taking responsibility for making the market a better Market.

Sign and have your agent(s) sign the Member Statement and the Testimony and the Hold Harmless Agreement and submit it with your yearly fee. Any and all agents working your booth with or without your presence must read the rules, and sign the Testimony and the Hold Harmless Agreement. You are required to bring them to a Market Manager before said agent sets up your booth at the market.