



MARKET RULES CONTRACT

MISSION STATEMENT

Bay Area Farmers Market's mission is to support our community's healthy lifestyle choices by providing our customers with Vendors who bring to the Bay Area Farmers Market quality, locally-produced agricultural foods and locally-made products, using locally-sourced agricultural ingredients when possible, and whose Vendors honestly communicate to the customers their practices, techniques, and ingredients, while also supporting the great State of Texas' local, small farmers, businesses and entrepreneurs.

I. GENERAL

1. All documents required by BAFM, including Market Rules Contract, Vendor Application, and Certificate of Liability Insurance must be signed (if document requires signature) and submitted to the BAFM Manager prior to participating in the Bay Area Farmers Market at Baybrook Mall ("BAFM"). Submission of the Vendor Application does not guarantee acceptance to BAFM. Vendor will be contacted once the Application has been reviewed.
2. BAFM will be held every Sunday, 11:00 a.m. – 3:00 p.m., year round, in the parking lot of Baybrook Mall, located at 500 Baybrook Mall Dr., Friendswood, Texas 77546, between Sleep Number and Fidelity Investments. If Market Day falls on a holiday, Vendor will be advised if BAFM will be closed that day.
3. Weekly booth fees are to be paid directly to the BAFM Manager or the BAFM Assistant Manager no later than 3:00 p.m. on the day of each market. An annual fee of \$75.00 is due on the 1st market day following April 1st of each year, but no later than 2 weeks following the due date.
4. BAFM will typically be held, rain or shine. However, in the case of inclement weather occurring (sustained high winds, lightening, flooding, etc.) appropriate decisions will be made by the BAFM Manager as to cancelling the market, delaying the market, closing the market early, etc. The safety of our vendors and customers is of the utmost importance. Personal safety, however, is ultimately each individual's responsibility. In that regard, we encourage our vendors to take responsibility for their own personal safety at all times.
5. The BAFM Manager will send a weekly "roll call" email to vendors that will contain pertinent information regarding the market, as well as a request for Vendor to confirm its attendance at that week's market. For planning purposes, Vendor is expected to respond to the "roll call" email no later than Thursday evening before that week's market. At the very latest, Vendor is expected to contact the BAFM Manager, via email, no later than Midnight on the Friday before that week's market on Sunday, if Vendor intends to

be absent from BAFM that week. If an emergency arises, Vendor is expected to notify the BAFM Manager as soon as possible. If Vendor consistently refuses to allow BAFM this common courtesy, the BAFM Manager will a) notify Vendor of its intention to charge weekly booth fees for markets where the required notice of absence was not given, or b) no longer allow Vendor to participate in BAFM.

6. While the success of the farmers market relies heavily on a well-rounded variety of quality products, it also relies on dependable and consistent vendors. It is understood that Vendor may not have someone available to cover its booth 100% of the market days. However, for the well-being of BAFM and its customers, if Vendor has regular or frequent absences from BAFM, the BAFM Manager may determine that it is not in the best interest of BAFM and its customers to allow Vendor to continue participating in BAFM. Please consider that BAFM customers will become regular and loyal customers if they are able to depend on its Vendors to be consistently present at BAFM.

7. Vendor is required to carry its own general liability and product liability insurance policy. BAFM does not provide this coverage. BAFM should be listed as an additional insured on the policy and reflected on the Certificate of Liability Insurance as follows:

Gulf Coast Farmers Market Management LLC
dba Bay Area Farmers Market
c/o Pamela Sharp Beito, Market Manager
5710 Cottonwood Street
Pearland, TX 77584

II. VENDOR CODE OF CONDUCT

8. BAFM prohibits discrimination on the basis of race, color, creed, national origin, age, disability, gender, marital status, familial status, religion, sexual orientation, veteran status, uniform service member status, socio-economic status, and any other protected class under federal, state, or local law.

9. BAFM prohibits the following inappropriate conduct: sexual innuendoes, lewd remarks, threats, epithets, derogatory comments, visual depictions, unwelcome jokes, and teasing.

10. BAFM prohibits ALL discrimination, harassment, and inappropriate conduct in ANY form including verbal, non-verbal, and physical unwanted acts, including, but not limited to, e-mail, voicemail, text messages, and messages via social media. Discrimination, harassment, and inappropriate conduct at the Bay Area Farmers Market at Baybrook Mall will not be tolerated. Any incidences of discrimination, harassment, or inappropriate conduct should be reported to the BAFM Manager. Violations of the Vendor Code of Conduct may result in the expulsion of the Vendor from BAFM.

11. Compliance of the BAFM Market Rules Contract will mitigate the need for the “micro-management” of activities and practices of each individual Vendor. Compliance of the BAFM Market Rules Contract will make it feasible for BAFM to work as a community, within a community, for everyone’s benefit. If, however, the BAFM Manager determines that Vendor has violated the BAFM Market Rules Contract, the BAFM Manager will discuss the violation with Vendor. If Vendor continues to violate the BAFM Market

Rules Contract, the BAFM Manager may decide to suspend or expel Vendor from participating in future BAFM markets.

12. If Vendor should have a complaint or a suggestion pertaining to the BAFM Market Rules Contract and/or market operations, Vendor should submit the complaint or the suggestion in writing to the BAFM Manager (email preferred). It is likely to be difficult to discuss and address matters appropriately during the market, unless of course, it is imperative that the matter be addressed immediately. In that case, Vendor is urged to find the BAFM Manager or the BAFM Assistant Manager to discuss the urgent matter.

III. PRODUCTS

13. Only items that have received Prior Approval from the BAFM Manager, will be allowed to be sold by Vendor. "Prior Approval" includes products that are listed on the Vendor Application or on an Amended Vendor Application and approved to be sold at BAFM. An Amended Vendor Application must be submitted and approved by the BAFM Manager for ANY changes to the original Vendor Application (including additional products to be sold or products no longer sold).

14. Farmers, growers, ranchers, producers of agricultural products can only offer products grown or produced within a 200 mile radius of Baybrook Mall.

15. Value-added Product Vendors should use ingredients sourced from an agricultural producer who is located within 200 miles of Baybrook Mall, when feasible. Preference may be given to a vendor's application who makes a good faith effort to use locally sourced ingredients over a like-vendor's application who does not use locally sourced ingredients at all.

16. All products sold at BAFM must comply with federal, state, and local laws and requirements pertaining to the labeling of the products. Only certified organic growers may use the word "organic".

17. All BAFM Vendors must agree to allow the BAFM Manager and/or BAFM Assistant Manager to inspect its farm(s) and/or production facilities prior to selling, and from time to time. If a Vendor objects to this rule, BAFM is not the appropriate venue for that Vendor.

18. NO RE-SELLING IS PERMITTED. If Vendor does not produce its products, BAFM is not the appropriate venue for the Vendor.

19. An agent for Vendor may sell approved products at the market as long as: a) Vendor's name and contact information are reflected on the product and signage; b) Vendor and its agent comply with the BAFM Market Rules Contract; and c) Vendor takes full responsibility for ensuring its agent is familiar with the BAFM Market Rules Contract and the BAFM Manager's status emails.

20. Vendor must not represent its products in any way other than truthfully and transparently. False advertising, whether orally conveyed or conveyed by labeling or signage, is strictly prohibited. It is the intention of BAFM to only include vendors in its market who are honest and who are not deceptive about its products and its practices with both BAFM customers and the BAFM Manager.

IV. PERMITS, LICENSES, HEALTH DEPARTMENT REQUIREMENTS

21. It is the responsibility of Vendor to know if its business and/or its products require specific permits and/or licenses to operate at BAFM. All BAFM Vendors are required to hold and maintain any such permits and/or licenses to participate in BAFM.

22. It is Vendor's responsibility to provide current copies of any and all permits and/or licenses to the BAFM Manager, as well as to keep current copies with them at the market to provide to health department inspectors upon request. The BAFM Manager will keep copies of Vendor's applicable permits and licenses in its files.

23. Vendor can expect occasional visits from Harris County Public Health inspectors at BAFM. Vendor must be in compliance with the regulations that pertain to the sale of its products. Vendor must comply with all applicable health department regulations for handling, selling and distributing food, INCLUDING THE DISTRIBUTION OF PRODUCT SAMPLES AT BAFM. Non-compliance of federal, state, and/or local regulations pertaining to Vendor's product(s) will likely result in the suspension of Vendor's participation at BAFM. For questions regarding applicable health department requirements and regulations, you may contact: Evelin Pollock, Supervisor Food and Neighborhood Nuisance, Environmental Public Health, Harris County Public Health, via email at Evelin.pollock@phs.hctx.net.

V. MARKET DAY

24. The weekly fee for a Vendor's booth space, which is 10 feet wide and 10 feet deep (10'X10'), is as follows: \$30 for farmers/ranchers/growers and \$35 for all other vendors. The BAFM Manager may permit a Vendor to occupy and pay for more than one booth space if the amount of product justifies it and if BAFM can accommodate it. Requests for additional booth space must be made in writing, in advance.

25. Booth assignment will be determined by the BAFM Manager in the best interest of all vendors, customers, and BAFM. The BAFM Manager will consider the needs of Vendors and accommodate them to the extent possible. Booth assignments are subject to change at the discretion of the BAFM Manager.

26. Vendor will supply its own canopy, canopy weights, tables, table covering, and seating. BAFM prefers canopies with the legs straight down, as opposed to the canopies with legs that slant out. Too much valuable space is lost with the slanted legs.

27. When Vendor arrives to set up for the market, between 9:00 a.m. – 10:30 a.m., Vendor must drive to its assigned booth space and unload, then park its vehicle in the mall parking area. Vendor MUST NOT set up its booth space until its vehicle has been moved from the market area. Prior to moving its vehicle, Vendor IS allowed to set up its canopy ONLY (with weights attached), to protect its product from sun or rain. At 3:00 p.m. (no earlier, unless instructed otherwise by the BAFM Manager) Vendor is allowed to break everything down, and THEN bring its vehicle into the market area to load up. If Vendor chooses to protect its product from the weather, it may leave its canopy up (with weights attached) while it brings its vehicle into the market area. The purpose of this rule is to move Vendor vehicles in and out of the market area

quickly. It is discourteous and time-consuming for others when Vendors unload and set up booths before moving the vehicles out of the market area. Likewise, at the close of market, everyone is ready to go home. Vendors should be considerate of others by packing up its product and equipment before bringing their vehicles into the market area to load up.

28. Vendor must have everything unloaded into its booth space and its vehicle moved to the mall parking lot NO LATER THAN 10:30 a.m. If Vendor arrives to BAFM after 10:30 a.m., Vendor MUST be prepared to carry its equipment and product to its booth space. Vendor must not expect others to stop their market preparations to assist. If Vendor is late, Vendor should be prepared by bringing a dolly or wagon to haul its equipment and product to its booth space.

29. Canopy weights of **at least 35 lbs. per leg** are required each and every day of BAFM, NO EXCEPTIONS. Vendor is responsible for supplying its own canopy weights. Forgetting weights is not an excuse to participate in BAFM without weights. BAFM will have no additional weights available for Vendors. Regardless of how unfortunate for the Vendor, the BAFM customers, and BAFM it may be, Vendor WILL NOT BE ALLOWED TO SET UP without the required weights. Weights must be attached to the canopy as soon as the canopy is set up and once the weights are removed from the canopy, the canopy must be taken down. It is unacceptable to set up products and equipment in the booth space first, then attach the weights. Likewise, it is unacceptable to remove the weights if the canopy is not ready to take down. Bungie Cord is not acceptable for attaching weights to canopies. DISK or PLATE WEIGHTS ARE NOT ALLOWED AT BAFM AT ALL!!! Inadequately weighted canopies and disk weights are destructive and can create a dangerous situation for customers and vendors. If Vendor is unsure about acceptable weights vs. unacceptable weights, please provide the BAFM Manager with photos and descriptions of the weights you intend to use at BAFM (in advance of the market), and the BAFM Manager will gladly confirm whether or not the weights are sufficient.

30. Vendor must display a large sign or banner identifying its farm or business name. It is recommended that Vendors whose booth assignment exposes the back of the booth space to traffic consider displaying a double-sided banner (or two banners back to back) for visibility and exposure to public.

31. If Vendor is working alone and needs to leave its booth to go to the bathroom, Vendor should let the BAFM Manager or Assistant Manager know so the booth will not be left unattended.

32. Vendor is responsible for its own trash receptacle. If Vendor offers samples, it MUST have a trash receptacle at its booth, and it must remove all trash from its booth space upon leaving the market. Booths and equipment are to be kept clean, safe, and hazard-free at all times.

33. Vendor must conduct itself in a courteous and professional manner at all times. Vendor is expected to treat customers, fellow vendors, Baybrook Mall management, Baybrook Mall security, and BAFM management respectfully and professionally. No loud or aggressive promotion is permitted. Radios or stereos will only be operated with BAFM Manager's permission.

34. Smoking, the consumption of alcohol, and illegal drugs are strictly prohibited at BAFM.

35. Electricity is not available at BAFM. The use of a generator by Vendor must be approved by the BAFM Manager in advance.

36. NO PETS (except for service dogs) will be allowed at BAFM. It has been observed, at many farmers markets over the years, that not all pet owners are responsible pet owners. Due to the proximity of BAFM to the freeway frontage road, as well as to the mall parking lot traffic, it can be extremely dangerous if a dog gets loose from its owner. We will also eliminate the common occurrence of fearful, under socialized, and/or aggressive dogs disrupting the market. And finally, we will eliminate the possibility of a dog bite (possibly resulting in the pet being euthanized) when the child of a distracted customer surprises a dog by running up to it. Our love of animals has led us to feel that it is in everyone's best interest to prohibit pets from BAFM. Likewise, leaving a pet in a vehicle while attending BAFM is not an acceptable option either. If the BAFM Manager learns that a Vendor's pet is in its vehicle or booth space during BAFM, the vendor will be asked to leave BAFM and will be suspended from future markets.

37. Young children must be supervised at all times. This means that if Vendor brings its young child to BAFM, the child is required to stay at Vendor's assigned booth space with Vendor/Parent. If the child leaves Vendor's assigned booth space, Vendor/parent must accompany the young child. Therefore, it is not advisable for a Vendor to bring its young child to BAFM if the Vendor/Parent does not have someone there to help with the young child. Too many bad things can happen to a small child in a busy mall parking lot while its parent is working the market booth. Supervising a Vendor's young child also includes ensuring that the child is not interfering with another Vendor's sales, products, and booth space, generally. A Vendor/parent should not expect another Vendor to supervise its young child so the Vendor/parent can serve its customers. Each Vendor is there to conduct its own business and should not feel obligated to care for another Vendor's child during BAFM.

VI. INDEMNIFICATION

38. Each Vendor shall indemnify, keep and save harmless Gulf Coast Farmers Market Management LLC dba Bay Area Farmers Market, its officers, employees, representatives, agents, servants, volunteers, managers, assistant managers, and affiliates (the "Indemnified Parties") for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters") of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with Vendor's participation in the Bay Area Farmers Market. Vendor's indemnification obligations shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Vendor shall not be obligated to indemnify Gulf Coast Farmers Market Management LLC, dba Bay Area Farmers Market, for its sole negligence.

I, my company, my employees and/or agents will abide by the BAFM Market Rules Contract as set forth above. I understand that non-compliance of any rules set forth in the BAFM Market Rules Contract may result in my suspension or expulsion, my company's suspension or expulsion, and my employees' and/or agents' suspension or expulsion from the Bay Area Farmers Market at Baybrook Mall. My signature below indicates that I fully understand ALL of the rules as set forth in the BAFM Market Rules Contract.

Signature of Owner/Vendor or Representative
with Authority to Sign Binding Contracts on
Behalf of the Owner/Vendor

Printed Name of Owner/Vendor or
Representative with Authority to Sign
Binding Contracts on Behalf of the
Owner/Vendor

Dated: _____



VENDOR APPLICATION

1. Admittance to the Bay Area Farmers Market is subject to the approval of this Vendor Application by the Market Manager, along with the signed Market Rules Contract, Certificate of Liability Insurance, and any and all required permits and/or licenses.
2. Please thoroughly read the Market Rules Contract before submitting the Vendor Application for approval.

CONTACT INFORMATION

Farm/Business Name: _____

Name of Owner/Proprietor: _____

Mailing Address: _____

Physical Address: _____

E-mail Address: _____

Website Address: _____

Telephone Numbers (Cell, home, office, etc.): _____

FARMER/VENDOR DETAILS

Product Type (check all that apply):

___ Raw meats and meat products

___ Fruit

___ Vegetables

___ Bread/pastries/baked goods

___ Fish/seafood

___ Plants/flowers/herbs

___ Cheese and dairy products

___ Honey/maple syrup

___ Preserves & bottled foods

___ Drinks

___ Eggs

___ Other, please explain: _____

List of agricultural products (general description - specific products will be listed in another section of the application): _____

List of value-added products (anything that is not considered an agricultural product): _____

Bay Area Farmers Market is a year round market. Is there a time of the year you do not plan to attend the market? If yes, please explain: _____

List the full names of family members or employees who may sell your products at the Bay Area Farmers Market:

Does Bay Area Farmers Market have your permission to use your information and pictures of your booth and products on social media and/or its website, and other media and forms of promotion and advertising?

____ Yes

____ No

Please explain what makes your product(s) desirable and appropriate for Bay Area Farmers Market:

Please provide the names of other markets at which you vend: _____

FARMERS’/PRODUCERS’ FARMING PRACTICES

____ *Conventional* (use of common agricultural practices and may or may not use chemical or synthetic fertilizers, or synthetic fungicides or pesticides or added hormones)

____ *Certified Organic* (strict organic principles of soil enrichment and pest control and is certified by the state or a third party certification firm - certificate must be provided with application)

____ *Free of Synthetic Chemicals*

____ *Sustainable* (primarily uses organic practices, but the product cannot be referred to as “organic” since the farm is not certified)

____ *Naturally Grown* (uses organic principles of soil enrichment and is certified by a collection of peers involved with www.naturallygrown.org)

____ *Hydroponic/Aquaponic*

PRODUCTS LIST

It is imperative that all items you intend to sell at Bay Area Farmers Market be listed, as well as the approximate dates of availability. To help avoid an abundance of like-products (except with produce) at the market, please provide a detailed description of the product. (Use an additional sheet of paper, if necessary.)

Crop/Product/Value-Added Product	Dates Available

VALUE-ADDED PRODUCTS

Preference may be given to a vendor’s application who makes a good faith effort to use locally sourced ingredients, over a like-vendor’s application who does not use locally sourced ingredients at all. List the value-added product(s) you will be selling for which you re using locally-sourced ingredients. Please note that Bay Area Farmers Market will consider ingredients sourced from an agricultural producer who is located within 200 miles of Baybrook Mall.

Value-Added Product	Agricultural Product Used	Locally Sourced From

ATTACHMENTS

Please attach to this Application all applicable licenses and permits. If you are unable to do this at the time of submitting the Application, advise the Market Manager, via email, as to when the permits/licenses will be provided.

Please include a map and directions to your farm, growing area, or kitchen so that the Bay Area Farmers Market Manager or the Assistant Manager may visit it. Inspection visits will be scheduled in advance and at a time convenient for you.

A copy of the Certificate of Liability Insurance listing Gulf Coast Farmers Market Management LLC, dba Bay Area Farmers Market as an additional insured must be provided to the Market Manager once Application is approved and prior to attending the farmers market.

Please do not hesitate to contact the Bay Area Farmers Market Manager if you have any questions or concerns.

By signing below, I certify that all of the statements made herein are true and correct to the best of my knowledge. Application is hereby made to the Bay Area Farmers Market in good faith.

Signature of Owner/Proprietor

Printed Name: _____

Date: _____