

East Texas FRESH Association Rules and Regulations

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I. Introduction and Definitions

A. Introduction—East Texas FRESH Association, a non-profit association, is a farmers’ market operated by farmers that will operate weekly from May through October. The Market will operate in accordance with all city, county, state and federal laws, for the benefit of farmers and customers alike. The mission of East Texas FRESH Association is to provide Tyler and the surrounding East Texas region with locally grown foods and farm products in a direct farm-to-consumer marketing venue that will serve diverse populations, preserve and promote regional agriculture and improve our quality of life while connecting the community through farmers and urban consumers. East Texas FRESH Association will emphasize ‘Local Farmers, Local Food, Local Fun’ as its slogan and will have a majority agriculture membership while incorporating local value added crafts and artisans to increase economic vitality.

B. Definitions

Approved product: a product that has been approved by the Board of Directors

Agent: a representative of a farmer who is working on contract with the farmer to sell for the farmer at the Market.

Board of Directors: Elected board members of East Texas FRESH Association.

Craft Vendor: A vendor who makes hand-crafted goods to sell at the market.

Day Vendor: a Vendor who has been approved at the Market to sell, but who does not wish vote or hold a reserve space at the market.

Family: the person’s spouse, parents, children, cousins, aunts or uncles.

Local Product: any product grown or produced within 150 miles of Tyler, Texas

Market Manager: The appointed East Texas FRESH Association representative presiding over the market.

Producer: the grower of any raw agricultural product or the person who produces any value-added, ready-to-eat, or craft product.

Member: A vendor who pays the membership fee, weekly stall fees, and has voting rights and reserved space.

Value-added Product: a processed food item that is ready to be sold at the Market. The item may be edible, like jellies or jams, or it may be inedible, like chopsticks made from locally grown wood.

Value-Added Vendor: a vendor who produces food and other products that are derived from agricultural products. See II B, III B8

Vendor: a seller at the Market.

II. Market Member Qualifications

All VENDORS must agree to and assist in the inspection of their farms/businesses by representatives of East Texas FRESH at any time, multiple times if necessary. Failure to comply with inspection procedures may result in suspension from East Texas FRESH Association and an inspection fee of \$25 will be charged to farms/businesses that are inspected who violate the rules and regulations of East Texas FRESH Association. All VENDORS agree to comply with the Inspection Procedures.

A. Farmers—Any farmer desiring to become a member of East Texas FRESH Association must submit to an on-farm inspection of produce at least 3 weeks before said sale date at the market. All inspections will be made within 30 days of application approval.

Farmers may be represented at the Market by their employees, Agents or Family, provided that the Farmer submits to the Market Manager an “Employee/Agent Authorization Form” in the form attached at least one week before the date that any employee, Agent or Family member represents a Farmer at the Market.

For a Farmer to become a vendor at the Market, you must:

1. Each market member must reside and produce items to be sold within the said 150 mile radius of Tyler, Texas.
2. East Texas FRESH Association is a producer only market; as such each market member must be the original producer of the items sold or be a designated representative of the market member on file on said members application.
3. The Board of Directors or Board appointed agent shall conduct an inspection of any market member during the season at any time to verify the crop’s origin.

4. Market members must submit all appropriate membership agreements, signed along with any required permits and all fees etc. as stated in the membership agreement.
5. Market members may produce products on leased land with appropriate lease agreement on file with market manager. Leased land will be inspected as with all owned land.

B. Value-Added and Craft Vender Qualifications

A farmer may be a Value-Added Vendor of his/her own Value-Added Product made in accordance with the rules and approved by the Board. In addition, a Value-Added Vendor may be an individual who does not grow the ingredients, but who procures and processes ingredients in accordance with all health and safety ordinances/law and who is approved by the Board.

For a value-added or craft person to become a market member:

1. Use Local Products and/or Texas products when available and when it is not a hardship for the production of the product (preference is given to these products)
2. Each market member must reside and produce items to be sold within the said 150 mile radius of Tyler, Texas.
3. Value-added/craft vendors must submit all appropriate membership agreements, signed along with any required permits and all fees etc. as stated in the membership agreement.
4. The Board of Directors or Board appointed agent shall conduct an inspection of business to insure location, ingredients, permit use etc. anytime during market season.

C. For Food Vendors, Commercial Sellers/Services and Restaurants/Bakeries.

The emphasis of East Texas FRESH Association is agricultural farm products, but the added economic benefit on a limited basis of food vendors such as bakeries, juices etc. may be added if space permits and will not make up a majority of the market.

The producer-only policy that applies for farmers applies also to these vendors and sellers, to maintain the producer to customer direct connection. These products must be sold by the seller, Family members, and employees or Agents. These products must be made by the seller.

Limited service providers will also be added at the discretion of the Market Manager for creating diversity at the Market, e.g. one massage practitioner.

Gardeners' corner: One stall will be available in the selling area for home gardeners and community gardeners to sell in a cooperative manner. The Market Manager will coordinate the appearance of gardeners on a weekly basis. The weekly stall fee will be \$25. Each vendor will be assigned his/her own stall, with the exception of community gardens. Once the sales exceed \$150 for any gardener at this space for at least two consecutive weeks, the vendor then must become a Day Vendor in the Market.

Educational and promotional materials: Any approved Vendor at East Texas FRESH Association may sell books/booklets/other printed material that they have authored so long as such materials meet the Board's approval for an educational material. Chefs and other special event speakers may sell books that they have authored after Board approval. Farmers may sell promotional materials such as t-shirts, aprons, hats, etc. only if the merchandise is promoting the farm. The East Texas FRESH Association has exclusive rights on selling any Market related merchandise with the Association's logo, name, likeness etc.

III. Qualified Products

A. Agricultural Products—The following products can be sold:

1. Any vegetable grown by the seller from seeds, sets, or seedlings.
2. Any fruits, nuts or berries grown by the seller from trees, bushes, or vines on the seller's farm.
3. Any plant grown by the seller from seed, seedling, transplant or cutting.
4. Bulbs propagated by the seller.
5. Nuts harvested from the seller's trees (shelled or unshelled).
6. Sprouted seeds and grains.
7. Mushrooms produced and cultivated by the seller.
8. Eggs produced by the seller's poultry.
9. Fish or meat from animals raised on the vendor's premises.
10. Honey produced by the seller's bees.
11. Fresh cut flowers grown by the seller.
12. Firewood cut by the seller.

Meat, fish, dairy and eggs—Farmers are allowed to sell meat, fish, dairy products, and eggs at East Texas FRESH Association that they have raised/grown themselves on their farm in the prescribed geographic area of 150 miles from Tyler, Texas. Farmers/Ranchers raising beef cattle must have owned the product as a result of production from his or her own beef cow calf operation. The herd should be of pure, purebred, registered, non registered, F1's or composites having distinctive phenotype of the beef breed it represents. The product shall be sired from a known sire that possesses phenotypic characteristics of its beef breed. The herd shall exhibit a concise direction formulated by the breeder, thus replicating a constant quality product. It is up to the discretion of the Board to accept the products into East Texas FRESH Association after a farm visit and verification of ownership and quality. East Texas FRESH Association requires photocopies of all relevant permits from city, county, state and / or federal permitting agencies. Vendors of these products must be in compliance with the regulations of the State of Texas and the City of Tyler and Smith County. A current copy of the product liability insurance is also required.

Flowers and nursery products—Farmers are permitted to sell plants and trees, fresh and dried flowers, herbs and decorative vegetation grown or legally gathered by themselves within 150 miles of Tyler, Texas. Nursery and cut flowers require a state inspection certificate from the Department of Agriculture. All vendors selling flowers and nursery products must also carry a tax identification number for sales tax purposes.

Purchased nursery stock must be repotted and grown for a minimum of three weeks before being sold. The potted products must be fully rooted in order to be sold. At the Board's discretion, the pots will be inspected for acceptance or rejection.

B. Value-Added Products Permitted:

1. Dried herbs, spices, beans, grains, fruits, nuts and vegetables grown by the seller and processed by the seller.
2. Shelled nuts from seller's trees, including those, which have been salted, roasted, or flavored.
3. Dried flower arrangements and wreaths. The arrangements and wreaths are produced solely by the seller.
4. Jams, preserves, vinegars, salsas, oils and flavored oils.
5. Select baked goods that are baked by the seller.
6. Herbal products including salves, lotions, soaps, teas, etc.
7. Other products approved by the Board and consistent with the intent of East Texas FRESH Association to give regional producers direct access to customers.
8. All processing of value added products must be in compliance with state and local health codes and producers must submit any permits necessary to the Board.

Texas and locally grown ingredients will be given preference by East Texas FRESH Association before other value-added products. If it is possible to use local ingredients or Texas grown in a product, producers will be given first stall choice if applicable.

All value-added foods must be approved by the Board before being sold at East Texas FRESH Association. Producers must demonstrate compliance with the value-added food rules in order to have a product approved. A producer shall not be allowed to sell a product at East Texas FRESH Association until he/she has demonstrated compliance with all applicable governmental permitting and insurance regulations.

C. Ready-to-Eat Products. Ready-to-Eat products will be allowed at East Texas FRESH Association on a limited basis to serve the customers needs while shopping. Only a select few ready-to-eat stalls will be available at any one market day. Ready-to-eat stalls may not be available at all market dates and may be closed if products do not fit within or sell in a timely manner at East Texas FRESH Association.

All Vendors of ready-to-eat products must show proof of current and required licenses, permits, and liability insurance policies and have a copy on file with East Texas FRESH Association. They must also keep copies of all required licenses, permits and insurance papers available at East Texas FRESH Association for inspection by government officials.

All menus must be clearly marked as to price and type. Vendors of ready-to-eat products may not sell food not originally listed on the application without prior approval of the Board.

All city, county and state health regulations must be followed. Prepared food vendors must provide adequate facilities to keep hot and cold foods at prescribed temperatures as per city of Tyler, Smith County, and any and all local, state, county and regional health department requirements.

D. Crafts. Crafters and producers of crafts must comply with the following rules:

1. All crafts offered for sale must be handmade. Any craft or artwork sold must be the work of the vendor. All crafts and artwork must be the original work of no more than two (2) individuals.
2. All crafts must be examined and approved by the Board before they are admitted for sale at East Texas FRESH Association.

E. Limitations and Exceptions—East Texas FRESH Association has the right to refuse any producer/vendor that does not fit within the guidelines presented in the rules. East Texas FRESH Association has the right to deny membership to those producers/vendors that do not represent the mission of the organization. All decisions made by the Board shall be in writing. If a product is not approved the reason for the non-approval shall be given in the rejection notice. A person who is aggrieved by a decision of the Board may appeal the decision to the Board of Directors.

The Board maintains wait lists for East Texas FRESH Association. The Board selects certified producers from the wait list to fill openings by considering ability to provide needed agricultural products, market history and seniority, length of time on the wait list, and proximity of growing grounds to East Texas FRESH Association's location.

IV. Market Operations

- A. Market Season:** Each Saturday during the growing season.
- B. Market Hours:** 8:00 a.m. to 12:00 p.m. Vendors in the parking lot may arrive as early as 6:00 a.m., and must have vehicles inside the market area by 8:00 a.m. and set up by 8:00a.m.
- C. Market Location:** Chimney Rock between Old Bullard Road and South Broadway across from Lowe's, behind the Brass Lion.
- D. Duration of Market Vendor Admission:**
 - 1. Admission is on a year-by-year basis, with the year starting on March 1 of each market year.
 - 2. There will be an annual re-evaluation of every market participant.
 - 3. Market participants will be notified of invitation or exclusion in the winter of the preceding year. However, the Board may give earlier notification to any market participant if it is decided at any earlier date that this participant will not be invited to return.

E. Market Opening

- 1. All vendors must wait for the opening bell to commence sales to the public. Sellers may begin selling prior to the official opening hour, at the Market Manager's discretion. No producer/vendor may set aside or pre-bag products for customers prior to market opening.
- 2. *Exceptions.* Vendors may:
 - a. prepare Community Supported Agriculture shares for pick up at the Market;

- b. set aside a restaurant or commercial order for pick up at the Market;
- c. sell products to another producer or the producers' employees 15 minutes prior to the opening.
- d. pre-bag a set amount of produce, e.g. 1 pound bags of tomatoes, but not assign the bags to any particular person prior to the bell; and
- e. sell to people using wheelchairs, walkers or other means of facilitating their travel through the Market fifteen minutes before the bell.

F. Stalls.

1. All vendors must have a 10x10 foot approved tent for parking lot sales. Trucks and/or vehicles must be parked behind the tent structure and can be used as part of the display as long as area is visually clean and tidy.
2. To become a Reserved Vendor, approved applicants must pay \$50 by opening day to secure a reserved location at East Texas FRESH Association that will not change during that year's season.
3. Day vendors must have an application on file in order to attend the market. Day vendors must check in with the Market Manager at least one hour prior to opening and wait until a space is assigned in the day vending areas. Day vendors who have come previously will be given seniority and the first placements.
4. Each stall space will be allowed one truck to park behind it. Multi-stall vendors may include as many trucks or trailers as they have stalls rented, up to a maximum of 3 vehicles. They may also park within their selling areas a larger truck cross-wise over stalls.
5. Reserved Vendors may request more than one stall space (up to three) based on reported average sales per week.
6. Equal or <\$400 = 1 stall
 \$401 to \$1500 = 2 stall spaces
 \$1500 and up = 3 stall spaces
7. If a vendor does not make an average of \$401 to \$1500 in sales, then that vendor may not request or be given two or more stall spaces.
8. A Vendor must occupy a reserved space on June 16, 2009 or loose the right to reserve that space for the remainder of the season unless he/she notifies the manager before the opening of the

market of intent to begin selling at a later date because of seasonality of produce. All exceptions are to be made at the Manager's discretion

G. Fees.

1. **All Vendors**--\$25 annual non-refundable application fee, due with vendor application opening day.
2. **Market Members**--\$50 reservation fee due by opening day, plus \$25 non-refundable application fee, due with application then \$20 stall fee for each day the reserved stall is occupied.
3. **Day vendors**--\$25 stall fee each market day stall is occupied.
4. Fees must be paid at the end of Market day by check or cash. A \$25 return check charge plus all applicable bank fees will be assessed on returned checks.

Fees Breakdown for 2009:

Application fee is \$25; Fee per day is \$25 for day vendors and \$20 per day with a payment of \$50 up front for Market Members. Reserved vendors who attend 100% of the market days get the very last weekend (\$20) free. Reserved vendors who attend more than 10 weeks of market will notice a \$5 discount per market day over the entire 22 week season equaling a \$60 savings.

Day Vendors stall fees charged for the days that they attend, their space at market is NOT the same each time they come.

22 weeks X \$25 = \$550 + \$25 app fee = **\$575 total season**

Market members reserve the same space for season and pay reserve fee up front.

22 weeks X \$20 = \$440

+ **\$50 up front Member fee** = \$490 + \$25 app fee = **\$515 total**

Day Vendor Total	\$575
Market Member Total	<u>-515</u>
<i>Market Members save</i>	<i>\$60</i>

Along with the savings of \$60 per calendar year, Market Members of East Texas FRESH Association have voting rights, advertising bundles in all press, website links and bio's and other member perks to enhance all member's farms/businesses.

- F. Gross Sales Reports — All Vendors must give the Market Manager their best estimates of gross sales at the time that the manager makes the rounds to collect fees. The data will be collected in an anonymous tabulation sheet. Submission of this information is required by the Market for accurate reporting of total aggregate sales for economic impact and donors. (No individual names will be used in any reports).

Pricing — Vendors will determine the prices of their own products. Retail price lists will be provided for vendors' information. Vendors must post prices using pre-printed signs or chalkboards neatly written.

No Reselling — Farmers may only sell produce and animal products that they have grown or raised. No reselling of products grown or produced by others is permitted.

Honest Product Representation — All producers must represent their products in an honest manner, whether written or verbal.

Quality Control — All produce will be inspected by the Market Manager prior to selling. Sellers will be asked to give refunds to customers that are dissatisfied with products they have purchased.

Organic Labeling — All items sold as organic must meet the requirements of the National Organic Program. Sellers of organic items must have a copy of their certification on file with the Market Manager as well as with them when selling at the Market. Only certified organic growers may display signs using the word organic. Organic wording may be used in farmer's biography page. Other producers that are not certified organic are welcome to inform consumers about their growing practices beyond what is required on the Market farmer signs.

Scales — All agricultural products sold by weight shall be weighed by an approved, tested and sealed scale. The weighing device must be positioned so that the weight is visible to the customer.

Prepackaging — All closed consumer containers shall be labeled with the following: quantity or weight of the contents, the name and address of the producer and a list of all the ingredients, with the highest proportion ingredients listed first in descending order. No produce boxes other than those labeled by the producer may be used—i.e. California Tomatoes. Use of produce boxes from other sources must be generic with no origin or brand name. Recommended produce crates, boxes, and bags should be generic or have farm name imprinted from printer or label.

Signs — Each farmer is required to always post the farmer sign that has been produced for him or her by the Market for market uniformity. This educational sign will include: a photo (if possible), a brief history and biography on the farm and a description of the growing practices of the farm. The formats of the signs will be standard and will be stand alone plastic frames.

Safety around selling area — Tables and products must not encroach upon customer aisles. A pre-determined fire lane must be maintained. Product space must occur from assigned space only, not in the customer aisle. Vehicles must be kept within assigned parking spaces. Tents, signs and posts must be adequately tied and weighted down with sandbags or sand filled buckets. Parking area shall be left in the same manner as prior to market date with no staking in the parking area, painting, or marring of parking surfaces. The vendor must meet all requirements of the city health authorities including no produce stored on the ground.

Professional manner -- All vendors must conduct themselves in a courteous and professional manner as they sell at East Texas FRESH Association. Vendors must treat

customer, staff and volunteers of East Texas FRESH Association and fellow vendors with respect.

Noise — No radios or stereos are allowed to be operated during market hour, other than music provided by East Texas FRESH through the PA or seasonal musical groups. No loud, aggressive promotion is allowed.

Entertainment — East Texas FRESH Association will invite weekly entertainment throughout the season including but not limited to bands, choirs, strings, dance groups, and soloists. Enhancing the atmosphere of the shopping customer and encouraging length of stay for promotional buying will be a plus. All complaints regarding entertainment may be directed to the market manager.

Smoking — No smoking is allowed at the Market.

Alcohol and drugs — No consumption of alcoholic beverages or drugs are allowed onsite during market hours.

Pets — Leashed dogs are allowed at the market. Seeing-eye dogs or living assistance dogs are also allowed.

Reservations and cancellations —Calls to the Market Manager must be made before 6 p.m. the day prior to the Market day if a Reserved Vendor is not coming. Unless otherwise notified, failure to be on the lot by 8:00 a.m. may result in the reassignment of your space to a Day Vendor. If a call is not made, you will be issued a written warning. Subsequent violations of not contacting the Market Manager in the case of absences will result in fines and suspension. Reserved Vendors who do call by 6 p.m. the previous day will not be charged any fee nor levied any penalty.

Vendors without reserved spaces must abide by the same rules as all other sellers. The Market Management assigns spaces for the Day Vendors. If you have not paid for a reserved space, you may be moved around to different spaces each market day you attend. Day Vendors must check in with the Market Manager upon arrival at least one hour prior to the Market's scheduled opening and await a stall assignment space. Day Vendors who have sold at the Market previously will be given seniority and assignments will be made for them first.

Early Departure — The Market discourages early departure from the Market. If a Vendor absolutely needs to leave he/she is required to notify the Market Manager and a decision will be made at that time if a safe departure is feasible. If leaving, the Vendor must be escorted from the Market by the Manager or other staff. In the event of sell out of product, the seller is advised to stay for customer relations and questions.

Departure — All Vendors must vacate the parking areas of the Market by 1 p.m. on Saturday.

Cleanliness and Cleanup — All food must be stored at least 6 inches off the ground. Every stall selling ready to eat or prepared food shall have a clean trash box in front of their stalls for public use. All Vendors are required to clean up their own produce refuse, packaging material and any debris in their stall and selling area in a timely manner. During the Market hours, Vendors must continuously monitor the debris around their

selling area and pick up any trash and keep their area clean. All trash picked up by the Vendors must be taken off-premises. Do not use the parking lot or area business's trash cans.

Weather — Vendors should be prepared for all types of weather including cover for rain or sun and weights for winds. No refunds or decrease in reserved fees already paid will be given because of inclement weather or lack of business due to the weather.

V. Complaints, Violations, and Appeals

A. Violations—The following violations will warrant the Board of Directors taking diplomacy action. Other violations not listed may warrant the same procedural actions or could result in expulsion from the market all together.

1. Selling of non-pre-approved products
2. Failure to secure tents.
3. Permits and/or certificates not displayed properly
4. Failure to clean stall area.
5. Market members failure to call market manager to cancel 'no show'.
6. Late arrival or early departure without market manager consent.
7. Any violation of Smith County Health Department rules.

***Re-selling at East Texas FRESH Association is forbidden. Those farmers found re-selling at East Texas FRESH Association after an on-farm inspection immediately following said complaint will be expelled from the market.

B. Consequences in order of offense

- 1st. Red ticket warning issued by the market manager.
- 2nd Red ticket warning plus \$15 fine
- 3rd \$25 fine
- 4th \$25 fine and mandatory removal from following market date

C. Complaint/Appeals Process

1. Complaints/Appeals must be submitted in writing to a board member.
2. Action will be taken by the Board. If inspection is deemed necessary, it can be conducted at any time.
3. If a complaint is regarding a violation of rules, a letter stating the infraction shall be sent to said member
4. Market members have two weeks to respond in writing to complaints or make appeals.
5. The Board of Directors shall have the right to throw out complaints or review the complaint with further interviews, inspections, etc. within two weeks of initial complaint.
6. After consideration by the Board of Directors, a final decision will be made in writing and sent to said member within four weeks.
7. Only one appeal per member per violation will be heard. Upon hearing the appeal all decisions of the Board will be final.

8. Complaints not filed in writing will not be given merit by the Board or market manager.

VII Elected and Appointed Market Duties

A. General Board of Directors

1. The Board members will be required to attend annual, monthly and special session meetings. In the event a member cannot attend, voting may be made via conference call.
2. Board Members who violate any the market rules shall be held to the same consequences as regular market members.

B. Market Manager-

1. Oversee East Texas FRESH Association on market dates and enforce all rules and regulations and report to the Board of Directors.
2. Assign stall spaces on market dates to day vendors and reserved vendors.
3. Collect fees and applications
4. Enforce rules by issuing warnings and fines.
5. Collect fines and report to Board any violations.
6. Set-up East Texas FRESH Association signage each market day.
7. Schedule inspections through the Board of Directors.
8. Keep records of possible member list of contacts

C. President-

1. Oversee all meetings.
2. Conduct meeting according to order in by-laws of East Texas FRESH Association
3. Be available for all press interviews as spokesperson.
4. Select inspection team
5. Record sales of market
6. Identify publicity efforts

D. Vice-President

1. Oversee all meetings in absence of president.
2. Assist president in any and all duties.

E. Secretary/Treasurer

1. Take minutes of all meetings
2. Collect all membership information
3. Mail out reminders, violations, etc.
4. Collect all fees

5. Manage Bank accounts
6. Keep records of members addresses and contacts
7. Pay all association bills
8. Give monthly treasurer report to Board.

The East Texas FRESH Association rules may be amended by a majority vote of the Board of Directors.