



Kingwood Farmers Market
4403 Town Center Place, Kingwood, TX 77339

Vendor Application

Every Thursday 3:00 pm to 7:00 pm DST (2 pm to 6 pm Winter)

Farm/Business Name:
Contact:
Mail Address:
City, Zip Code:
Email address:
Website:

Space is limited and will be assigned on first come-first serve basis after acceptance.

Booth fees must be received by 6 pm on day of market. All checks should be made payable to Town Center Park Association. Credit cards are accepted.

Please return your application to the address below.

Mail application to:
Kingwood Farmers Market
P O Box 6181
Kingwood, Texas 77325

Please direct any questions about the Kingwood Farmers Market to Tony Austin at 346-600-2366 or email tony@towncenterevents.com

Vendor Questionnaire

Please circle the category(s) that best suits your product (see policies & procedures for explanation)?

Farmer

- i) Fresh and dried fruits, vegetables, herbs, flowers
- ii) Top quality plants (flowers vegetables starts, shrubs, trees, hanging baskets)
- iii) Nuts
- iv) Firewood cut by seller

Processor

- i) Bakery/Confections
- ii) Condiments (honey, jam, pickles)

Gardener's Corner

Room will be available in the selling area for community gardeners to sell in a cooperative manner. The weekly fee will be \$10. Once the sales exceed \$150 for any gardener at this space for at least two consecutive weeks, the vendor then must become a "regular vendor" in the market.

NOTE: No Wholesale Vendors are permitted

Please use additional sheets of paper for your answers:

What specifically will you be selling:
What is you selling season?
What are your growing practices? _____Certified Organic Certification _____Chemical Free _____Conventional _____Not Applicable
Please include or attach any information about yourself and your product. (Use additional sheets paper if needed)

I certify all items indicated are produced by me on land either owned or leased by me. I also agree to sell only items approved by the Kingwood Farmers Market. I understand that the submission of this application does not guarantee acceptance. I acknowledge I have received and read "Vendor Policies & Procedures for the Kingwood Farmers Market.

Signed: _____ Date: _____

Kingwood Farmer's Market Rules, Policies and Procedures

Our Mission

The main goals of the market include:

- Promoting the sustainable production, marketing, and consumption of local agricultural produce
- Educating the community about local growing conditions and food crops as well as sustainable and organic growing practices
- Promoting the nutritious locally grown produce and culinary benefits of eating local produce in season - Strengthening the local economy by redirecting consumers' food dollars to local growers and producers
- Incubating new, small, food-based businesses
- Providing a community gathering place

Who May Sell at the Market

Who may sell at the market is determined by Town Center Park Association as explained below.

A - Farmers, growers and producers of agricultural products grown or produced within 200 miles of Kingwood providing:

- All agricultural products sold at the market must be of merchantable quality.
- Their vendor application has been submitted to and approved by the Town Center Park Association
- They are growing or producing their own local product; no re-selling is permitted.
- Hold all required permits, licenses, and insurance policies necessary for their business operation.
- Sign the indemnity agreement included in the vendor application, holding the Town Center Park Association harmless.
- Allow market representatives to inspect their farm and production facilities prior to selling at the market and from time to time.
- Pay the weekly/monthly vendor fee.

B - Value-added vendors, those who are not growing the ingredients, but who obtain and process ingredients to produce food items within 200 miles of Kingwood may sell their products at the market, providing:

- Their vendor application has been submitted to and approved by Town Center Park Association
- They are growing or producing their own local product; no re-selling is permitted.
- Hold all required permits, licenses, and insurance policies necessary for their business operation.
- Sign the indemnity agreement included in the vendor application, holding Town Center Park Association harmless.
- Allow market representatives to inspect farms and production facilities prior to selling and from time to time. - Pay the weekly vendor fee.

C - Non-profit groups

May participate at the market as space permits, at the discretion of the Market Manager. Such groups may set up information-only tables free of charge or if they sell the cost is \$10.00.

D - Gardeners Corner: An educated guest business/individual will be invited to a booth with no charge in supplying customers with information about gardening and the option of purchasing garden supplies such as soil, organic compost, seeds, etc.

What Can Be Sold

Agricultural products grown or produced by the seller, including but not limited to:

- Vegetables
- Fruits, nuts, berries
- Plants and flowers
- Eggs
- Milk and cheese
- Meat and poultry
- Seafood, either farm-raised or wild-caught - Honey
- Edible plants and plant starts
- Other agricultural products

Value-added products produced by the seller, including but not limited to:

- Prepared foods
- Jams and jellies
- Pickles, vinegars, salsa
- Seasoning mixes, sauces
- Baked goods
- Herbal lotions, soaps, teas, etc.
- All vendors must comply with all applicable city, county, state, and federal health regulations at all times. The Market Manager will keep in each vendor's file copies of all applicable permits and licenses. It is each vendor's responsibility to provide current copies to the Market Manager, as well as to keep copies with them at the market to be available for inspection by government officials.

Market Operations

The market will operate year-round, rain or shine. Market times will be every Thursday from 3pm to 7pm DST (2pm to 6pm Winter).

A booth is a selling area 10 feet wide and 10 feet deep. The Vendor may occupy more than one booth if the amount of product brought justifies the need and if the market can accommodate it. Requests for additional booth space must be made in advance. Each additional booth incurs an additional day fee. The Market Manager will assign booths based on the best interests of the market as a whole. While vendors may have a customary location, this location is subject to change at the discretion of the Market Manager. The Market Manager will consider the various needs of particular vendors and accommodate them to the extent possible, particularly for space to park a truck containing backup merchandise and need for access to electricity. Vendors will determine their own pricing.

All vendors must represent their products in honest and non-deceptive manner at all times, both in written form on signs and in oral form during conversation.

All items sold or labeled as organic must meet the requirements of the National Organic Program. Only certified organic growers or as allowed by law may display signs using the word "organic." If a vendor offers both organic and non-organic items in the same booth, individual signs should make it clear which items are organic and which are not.

Prepared foods, unless sold by a licensed mobile food vendor, should be labeled with the producer's name and address, quantity or weight of contents, and a list of all the ingredients, with the highest proportion ingredients listed first in descending order. Each vendor must display a large sign or banner

identifying their farm or business. Additional educational signs and materials will help their sales and are strongly encouraged, including photos of the farm, descriptions of growing practices, history of the farm, biographies of the growers, and other material likely to be of interest to customers. Farm open house days are strongly encouraged as well.

No reselling is permitted. Vendors may only sell products that they have grown, raised or produced themselves or for a vendor for whom they act as an agent.

All vendors must keep their booth in a safe, clean, and hazard-free condition. At the end of market, each vendor must leave their selling area clean, with all trash removed.

All vendors must conduct themselves in a courteous and professional manner. Vendors must treat all customers, staff and volunteers of the Farmer's Market, and fellow vendors with respect at all times.

No loud or aggressive promotion is permitted. Radios or stereos may only be operated with the permission of the Market Manager.

No smoking is permitted at the market. No consumption of alcohol beverages or illegal drugs is allowed at the Market.

Vendors must arrive early enough so that they are completely set up and ready for business by the market's opening. Vendors must remain set up until the close of market, even if they have sold out.

Vendors must supply their own tents and tables. For the safety of all present at the market, tents must be secured with sufficient weights or other attachments at all times.

No storage space for vendors is available at the Market site. Vendors should be prepared for all kinds of weather.

Vendors must inform the Market Manager concerning planned attendance. If a vendor is unable to attend a market which they planned to attend, they must notify the Market Manager as soon as possible. Non-compliance with market rules will result in disciplinary action which may include exclusion from the market for a period of time as well as termination of the vendor's participation in the market.

INDEMNITY AGREEMENT

The undersigned Vendor shall indemnify, keep and save harmless The Town Center Park Association and all agencies with which The Town Center Park Association has agreements, from and against any and all claims and demands resulting from Vendor's acts and omissions, whether for injuries to persons, or loss of life, or damage to property, on or off market premises, arising out of the use or occupancy of the market premises by Vendor, and shall defend at Vendor's own expense any actions brought, or damages assessed, against The Town Center Park Association and any organizations or persons with which The Town Center Park Association has a contractual agreement, including its employees, volunteers and agents.

Signed by

Business Name	
Name	Title
Signature	Date
Address	