

# Alpine Farmers Market Vendor Packet

Vendor Name (please print): \_\_\_\_\_

1. Alpine Farmers Market Registration & Application
2. Vendor Guidelines & Application Compliance
3. Alpine Farmers Market Code of Conduct
4. Alpine Farmers Market Indemnity Agreement
5. Alpine Farmers Market Vendor Guidelines- KEEP FOR YOUR REFERENCE

**1-4 MUST** be completed, returned to, and approved by the Alpine Visitors Center before any vendor will be permitted to participate in the Alpine Farmers Market. THERE ARE NO EXCEPTIONS. IT CAN BE DONE ON THE DAY OF THE MARKET. BUT vendors are asked to remain patient as staff will assist with assigning other vendors spaces first before approving paperwork.

**1-4 ARE GOOD FOR 1 YEAR.** It is up to the vendor to update their paperwork annually.

\*\*\*\*\*OFFICE USE ONLY BELOW THIS LINE\*\*\*\*\*

Received by: (printed) \_\_\_\_\_

(Signed) \_\_\_\_\_

Date: \_\_\_\_\_ Accepted \_\_\_\_\_ Rejected \_\_\_\_\_

Comments \_\_\_\_\_

# Alpine Farmers Market Registration/Application

Business Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Additional Representatives Selling at the Market on Behalf of Business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

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Product(s) to be sold at the Farmer's Market:

- Farm Fruits/Vegetables
- Honey
- Breads
- Herbs/Plants/Flowers
- Baked Good
- Value Added i.e., salsas, jellies, relishes, pickles, etc.
- Arts/Crafts
- Prepared Foods
- Other, please specify: \_\_\_\_\_

Please provide a complete list of products to be sold at the Farmers Market and return it with your completed application. Your application will not be processed without this list. Please share with us as much as possible so we can help promote your booth! Any required permits should also be submitted with your application. Failure to submit permits will delay approval of your application.

## Vendor Guidelines & Application Compliance

By signing this application, I agree that I have read the Alpine Farmers Market Vendor Guidelines and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application packet unless an additional request is granted later. I acknowledge full responsibility for all my actions and activities in the market and those assisting me. I acknowledge the authority of the City of Alpine to settle any disputes regarding product legitimacy, procedural and vendor conduct violations, and to impose any penalties, including possible suspension or removal from the Market. The City of Alpine has my permission to use my farm/business/pictures in promoting the market. I understand that this application is good for one year and it is my responsibility to update it annually or sooner if I choose to change the products I am offering for sale at the Market.

Vendor Name (please print): \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (This document is good for one year and must be updated annually)

## Alpine Farmers Market Code of Conduct

The Alpine Farmers Market is a city-owned and operated facility. The City's minimum expectations for all market vendors are that they be reliable, be set up to greet customers for the opening of the market by 9:00 am, and keep a good, positive attitude for the duration of the market hours. Market vendors are expected to comply with the market rules and regulations. Incidents of unruliness and verbal disdain will not be tolerated and will result in immediate and permanent expulsion from the market. Concerns or complaints may be discussed with the City representative on-site during market hours or by calling 432-837-2326, Monday through Friday, from 9:00 am until 4:00 pm. If for any reason they are unable to resolve the issue, they will contact the City Manager to discuss possible solutions.

1. The market and immediate vicinity is a "Family Friendly" area, and all are expected to act appropriately.
2. Vendors are required to wear shoes and shirts at all times. Vendors should wear clean clothing and present a professional appearance.
3. Vendors may not smoke in any vendor area.
4. Foul language, profanity, or other rude behavior is not permitted.
5. Consumption of alcohol or use of drugs or operating under the influence is not permitted and is grounds for permanent eviction from the market.

Vendor Name (please print): \_\_\_\_\_

Vendor Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (This document is good for one year and must be updated annually)

## Alpine Farmers Market Indemnity Agreement

Whereas, \_\_\_\_\_, a vendor, charitable organization, or other type of entity (User) desires to participate in the Alpine Farmer's Market; and whereas, such organization meets the criteria for participation in the Alpine Farmer's Market and agrees to obey the rules of the market and understands the nature of operating within the Alpine Farmer's Market and their responsibilities as a Market Vendor or Participant in the market, including assuming responsibility for safe operation and conduct of their business within the market; the User agrees to indemnify, hold harmless and defend the City of Alpine, its officers, agents and employees from and against all liability for and all claims, suits, demands and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and attorney's fees and other reasonable costs caused by or arising out of User's presence within the market area permitted by the City of Alpine conducted in connection with or incidental to participation and arising out of or resulting from the intentional acts or negligence of User, its officers, agents, employees, or person participating in the event sponsored by the User. User further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors and other persons, as well as their property, while in or on the market and surrounding areas. It is expressly understood and agreed that the City of Alpine shall not be liable or responsible for the negligence of user, its agents, servants, employees, customers, visitors, and participants. It is further agreed with respect to the above indemnity, that the City of Alpine and User will provide the other with prompt and timely notice of any event covered in any way directly or indirectly, contingently, or otherwise affected or which might affect the User or the City of Alpine. User further agrees that this indemnity provision shall be considered as an additional remedy for the City of Alpine and not as an exclusive remedy.

User Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ (This document is good for one year and must be updated annually)

## Alpine Farmers Market Vendor Guidelines

### Vendor Registration and Rules

1. Vendors must complete and sign the Vendor Registration & Application, Acknowledgement of Rules and Initial the Agreement of Liability Waiver. These documents are good for one year. Vendors are responsible for updating them annually.
2. These documents may be mailed to the Alpine Visitor Center, 106 N 3<sup>rd</sup> Steet, Alpine TX, 79830 or turned may be turned into Visitor Center staff for approval at any time during normal business hours, Monday-Friday 9:00 am to 4:00 pm, but all signed documents must be on file before booth set-up or any Market participation. **THERE ARE NO EXCEPTIONS TO THIS RULE.**
3. Every Alpine Farmers Market vendor must have the necessary permits and licenses from the Health Department to sell items requiring Health Department permits. It is the responsibility of the vendor to educate themselves on the required permits and contact the Health Department with questions. They are the regulating authority.

### Vendor Spaces

1. Spaces are available on a first-come, first-served basis. Spaces will be given first priority to vendors meeting these requirements:
  - Fifty-one percent of all spaces will be reserved for Texas vendors in accordance with the requirements of the Texas Department of Agriculture.
  - Two or more vendors will be farmers growing their own produce in accordance with the requirements of the Texas Department of Agriculture.
2. Space assignments and allocations are at the discretion of the City of Alpine, Texas. The Alpine Visitor Center staff, or designee, will assign booth spaces to best accommodate vendors and vehicles to ensure that health, safety, and welfare of patrons in the best interests of the Market.
3. No vendor can hold or reserve a space for themselves or another vendor.
4. Vendors will provide their own shade structure, tables, chairs, signs, and any hot or cold storage necessary. Picnic tables cannot be used for vendors to sell and display products.
5. Vendors will be located under the pavilion, in the grass on the eastside of the building and in the east and south alleys that will be closed to traffic. No vendors will be allowed to setup on the front lawn or porch.
6. Vendors wishing to sell out of the back of trucks or trailers will be permitted do to so at the discretion of Alpine Visitor Center staff, or designee. Those vendors will be asked to set up in the south alley.

### Hours of Operations

**The Market will be open Saturday mornings from 9:00 am until 12:00 pm.**

1. Vendors may arrive **NO EARLIER** than 8:00 am the morning of the market to set up and get ready to greet their customers for the opening at 9:00 am.

2. All vehicles must be removed from the closed alleys as soon as unloading is complete and no later than 8:45 am.
3. Vendors are asked not to close their booth or leave the market early. before 12:00 pm. If a vendor leaves early, they may not bring a vehicle into the closed alleys for loading.
4. Three (3) early closings will result in a review of the vendors participation by the Alpine Visitor Center staff.

### **Vendor Categories & Descriptions**

1. Agricultural Producer
  - Produce that has been grown on the producer's land (including leased land) located within 150 miles of the market.
  - Meat (with the exception of fish, fowl and feral animals), that is from animals born and bred on the producers' land (including leased land) and processed at a USDA inspected facility as well as processed meat products such as bacon, jerky and sausage, or products such as eggs, cheese, yogurt, honey, soap or yarn from these animals.
  - Foraged and wild-crafted items where the producer responsibly wild harvests a raw agricultural product from their own land, leased-land or public land (where foraging is allowed) and packages the item(s) with minimal additional ingredients. Example products include yaupon tea, chile pequin, henbit or ramps.
  - All agricultural producers must maintain at least 50% of products/items sold at market comprising of their own agricultural products to maintain this vendor category. Vendors will sell only their own raised products, no wholesalers.
  - Examples: Farmers, Ranchers, Beekeepers, and Foragers
2. Value-Added
  - Locally made foods, soaps, lotions, bath products, toiletry items. Especially those using plant or animal (such as goat's milk, honey or olive oil) and other local ingredients.
  - Value Added vendors operating as Cottage Food Producers or with a Food Establishment Permit for ready-to-eat food must meet qualifications detailed in Alpine Farmers Market Food Safety Guidelines.
  - Examples: Salsa, Hummus, Cider, Dog Food & Treats, Baked Goods, and Herbal products.
3. Prepared Food
  - Vendors offering freshly made food and drinks available for sale and immediate consumption on-site. These products may be hot or cold ready-to-eat foods or drinks.
  - Vendors must have a proper Food Establishment Permit from the Texas Department of Public Health <https://www.dshs.texas.gov/retail-food-establishments/permitting-information-retail-food-establishments>  
Examples: Burritos, brisket, tamales, and Iced Beverages
4. Artisan

- Products handmade by local artist and craftsmen. Handmade greeting cards and paintings.
  - Preferably using natural materials from the area.
  - Examples: Knitted sweaters, Blankets, Socks, Wood Carvings. Beauty and Skincare products, Jewelry, Art, and Ceramics
5. Nonprofit
- Non-profit, non-partisan organizations can do education, outreach, fundraising and sales at the market. They must follow the same permitting rules as all other vendors regarding Cottage laws and Food Establishment Permitting.
  - Examples: Pet adoption groups, Voter registration, Girl Scouts

### **Vendor Rules**

1. All vendors must complete and submit a Vendor Application Packet which includes acceptance of the market rules and adherence to related governmental rules and permit requirements.
2. Required applications, permits, licenses and fees (if any) must be complete before vendors will be allowed to participate in the market.
3. All vendors must display a sign on their table clearly identifying the name of the vendor and their location (county or city). Other information, such as telephone number/website, may be included.
4. Vendors must provide their own table, chairs, signs, and shade cover as outlined in the **Vendor Spaces section**.
5. Electricity is available on a limited basis. Extension cord will not be provided.
6. Vendors are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products.
7. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.
8. Each vendor is responsible for obtaining a Sales Tax Number (if required by the State) and collecting and paying any sales taxes assessed on their products. The City of Alpine, Texas does not involve itself in collection, audit or other related sales tax activities.
9. No firearms, alcoholic beverages, smoking or drugs will be allowed at the market.
10. No smoking is allowed on Alpine Visitor Center property, including the alley ways when closed for the market.
11. All vendors shall conduct themselves in a professional manner while at the Alpine Farmers Market.
12. Vendors are expected to resolve issues with patrons, other vendors, or City staff with civility and consideration in the best interests of the patrons and market. Violations of market rules and complaints that are not immediately resolved shall be resolved by Alpine Visitor Center staff or designee.



13. Vendors agree to abide by the final decisions of the Alpine Visitor Center staff and/or designee.
14. City staff shall reserve the right to revise the Alpine Farmers Market rules and operations at any time it deems appropriate and shall post notice of such revisions for vendors.
15. Vendors must supply all materials and containers for customer sales.
16. Trash must be placed in suitable containers. The Alpine Visitor Center provides trash barrels for customer convenience. Vendors should use the dumpster. No trash should be left in the market area. Please help keep the space clean.
17. Vendors must clean their areas at the end of each market. Vendors should not use public trash cans for disposal of produce boxes or unsold produce. The dumpsters in the alley are available for vendor use.
18. If City staff has to clean up after a vendor at the close of the market that vendor will no longer be welcome to participate in the market.

### **Farmer's Market Food Safety Guidelines**

1. Foods requiring temperature control will be allowed at the Alpine Farmers Market with a proper Food Establishment Permit. In accordance with the Texas Department of Public Health.
  - (a) TCS (temperature control for safety) food sold, distributed, or prepared on-site at a farmers' market, and TCS food transported to or from a farmers' market, shall meet the requirements of this section.
  - (b) Frozen food. Stored frozen foods shall be maintained frozen.
  - (c) Hot and cold holding. TCS food sold at, prepared on site at, or transported to or from a farm or farmers' market shall be maintained at:
    - (1) 5 degrees Celsius (41 degrees Fahrenheit) or below; or
    - (2) 54 degrees Celsius (135 degrees Fahrenheit) or above.
  - (d) Cooking of raw animal foods. Raw animal foods shall be cooked to heat all parts of the food to the following applicable temperatures:
    - (1) poultry, ground poultry, stuffing with poultry, meat, and fish to 74 degrees Celsius (165 degrees Fahrenheit) for < 1 second (instantaneous);
    - (2) ground meat, ground pork, ground fish, and injected meats to 68 degrees Celsius (155 degrees Fahrenheit) for 17 seconds;
    - (3) beef, pork, meat, fish, and raw shell eggs for immediate service to 63 degrees Celsius (145 degrees Fahrenheit) for 15 seconds;
    - (4) prepackaged TCS food that has been commercially processed to 57 degrees Celsius (135 degrees Fahrenheit);
    - (5) a raw or undercooked whole-muscle, intact beef steak may be served if:
      - (A) the steak is labeled to indicate that it meets the definition of "whole-muscle, intact beef" as defined in the Food Code §1-201.10(B); and
      - (B) the steak is cooked on both the top and bottom to a surface temperature of 63 degrees Celsius (145 degrees Fahrenheit) or above and a cooked color change is achieved on all external surfaces; and
      - (6) raw animal foods cooked in a microwave oven shall be:

- (A) rotated or stirred throughout or midway during cooking to compensate for uneven distribution of heat;
  - (B) covered to retain surface moisture;
  - (C) heated to a temperature of at least 74 degrees Celsius (165 degrees Fahrenheit) in all parts of the food; and
  - (D) allowed to stand covered for 2 minutes after cooking to obtain temperature equilibrium.
- (e) Cooking fruit and vegetables. Fruit and vegetables that are cooked shall be heated to a temperature of 57 degrees Celsius (135 degrees Fahrenheit).
- (f) Eggs. A farmer or egg producer that sells eggs directly to the consumer at a farm or farmers' market shall maintain the eggs at an ambient air temperature of 7 degrees Celsius (45 degrees Fahrenheit) as specified in the Food Code §3-501.16(B).

2. Foods and food products produced by "Cottage Food Producers" maybe sold at the Alpine Farmers Market pursuant to the rules and regulations established by the State of Texas Department of Health.

3. Cottage Food Producers are those "Home based" vendors selling food products cooked and prepared in their kitchen and meeting the special requirements established by the Texas Department of Health.

4. All cottage food products **MUST** meet Texas Cottage Law labeling requirements to include the following information:

- The name and physical address of the cottage food production operation.
- The common or usual name of the product
- If a food is made with a major food allergen, such as eggs, nuts, soy, peanuts, milk or wheat, that ingredient must be listed on the label
- As well as the following statement: **"This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department."**

Labels can be hand written but must be legible.

5. All cottage food products must be individually packaged in a manner that prevents product contamination.

6. The following cottage food products may be sold:

a. Baked goods requiring no refrigeration, i.e., cakes, cookies, pastries. (No custards/cream fillings)

b. Candy (including chocolate, chocolate-dipped pretzels, chocolate dipped Oreos, etc.)

c. Coated and uncoated nuts

d. Unroasted nut butters, fruit butters

e. Canned jams and jellies

f. Fruit pies (including pecan pie)

g. Dehydrated fruits/vegetables including dried beans

h. Popcorn and popcorn snacks

i. Cereal, including granola

- j. Dry mixes
- k. Vinegar, pickles, mustard
- l. Roasted coffee or dry tea
- m. Dried herbs or herb mixes
- n. Fermented vegetable products, acidified canned goods, and pickled fruit and vegetables