



## **2023 Rockwall Farmers Market**

**Saturdays, 8:00AM – 12:00PM, May 6 - September 30**

The Friends of Downtown (herein referred to as FOD) strive to offer patrons a quality market with a wide range of locally produced goods. The Rockwall Farmers Market prohibits the following: arts and crafts, fundraising & other marketing related activities.

Qualifications: Vendors must directly grow, raise, and/or produce the products for sale in Texas. Additional exemptions may be approved with full disclosure of the outside source.

Fees: \$15 - 10'x10' space; Fees are collected each Saturday of vendor participation.

Application Process: The FOD review all applications. **Applications without proper certificate(s) will not be reviewed.** Market officials will contact applicants with additional questions, approval, wait list information. Qualified applications will be placed on a waiting list once the market has reached full capacity as well as applications received after April 1, 2023. Submission of an application does not guarantee vendor acceptance.

Qualified vendors please submit a completed and signed application with all required certifications **by email** to:

**RFM@rockwall.com**

PLEASE NOTE: Vendors are required to attend the market option chosen on the application. Vendors missing 3 markets are subject to removal. The committee shall contact the next vendor on the waitlist.

**If you have any further questions please contact Claudette Hatfield at 214.543.4066 or Linda Fergusson at 214.289.7466.**

## Farmers Market Food Safety Guidelines & Required Certificates (KEEP THIS PAGE)

- **Packaged food vendor:** Manufacturer Permit
- **Meat vendor:** State or USDA Permit  
Meat must be stored frozen in a mechanical freezer at 0 degrees or less
- **Milk vendor:** State Milk Licensing  
Fluid milk, dry milks and milk products complying with Grade-A standards shall be obtained and pasteurized
- **Egg vendor:** Temporary Food Establishment License  
Eggs must be maintained at an ambient air temperature of 45F and below and must be labeled as “ungraded” with safe handling instructions
- **Cottage food vendor:** Food Handler’s Certificate  
Product must meet Cottage Law labeling requirements to include name/physical address of the cottage food production operation. The label must include the common/usual name of the product. If a food is made with a major food allergen, such as eggs, nuts, soy, peanuts, milk or wheat, ingredient must be listed on label. The following statement must be on label: "This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department." All cottage food products must be packaged in a manner preventing product contamination.  
Allowable cottage food products:
  - Baked goods (not requiring refrigeration), such as cakes, cookies, pastries, no cream pies, custards, dairy
  - Candy (including chocolate, chocolate-dipped pretzels, chocolate-dipped Oreos, etc.)
  - Coated and uncoated nuts
  - Unroasted nut butters, fruit butters
  - Canned jams and jellies
  - Fruit pies (including pecan pie)
  - Dehydrated fruits/vegetables including dried beans
  - Popcorn and popcorn snacks
  - Cereal, *including granola*
  - Dry mixes
  - Vinegar, pickles, mustard
  - Roasted coffee or dry tea
  - Dried herbs or herb mixes

### **Taxable items: Sales Tax Permit**

Vendors selling foods requiring temperature control must have equipment onsite to maintain proper food temperatures. Refrigeration/freezer units must have thermometers on hand for verifying temperatures.

### **Food Sampling Guidelines**

- Provide hand wash station w/continuous flow spigot for clean potable water, antibacterial liquid soap, paper towels, container to catch dirty water from hand washing
- (3) step ware washing station to be available to wash, rinse, and sanitize utensils
- Trash can to capture cups/utensils
- Served while wearing disposable plastic gloves
- Observing proper hand washing techniques immediately before preparing samples
- Produce intended for sampling is washed in potable water to remove soil or other visible material
- All potentially hazardous food maintained at 41°F ↓ s/b disposed of w/in 2 hrs. time as health control will not be allowed for TCS foods prepackaged/wrapped or otherwise made to be sold whole to the public
- Surfaces used for cutting samples are smooth, non-absorbent, and easily cleaned or disposed of

RFM vendors are subject to inspections by the health inspector.

## Rockwall Farmers Market (RFM) Rules & Operations Manual (KEEP THIS PAGE)

1. Applications are subject to review and approval. Only approved vendors are allowed to sell at the RFM.
2. APPLICATIONS WILL NOT BE CONSIDERED WITHOUT REQUIRED CERTIFICATES ATTACHED.
3. Vendors maintaining food or agricultural retail operations will be considered on a case-by-case basis.
4. Vendors missing more than 3 markets will be subject to removal.
5. Vendors shall supply all materials/supplies for sales as well as set up; such as canopies, tables and chairs.
6. No firearms, alcoholic beverages or drugs will be allowed at the RFM.
7. Vendors must vacate the market area by 12:45PM. Vendors shall not use public trash receptacles for disposal of boxes, unsold produce or any other products. If FOD has to clean your space at the close of market, vendor may not be able to return. Vendors cannot leave items/supplies on premise after the market has closed.
8. Vendors shall park in designated public parking. Vendors may not utilize on street parking. Parking map: [www.rockwall.com/mainstreet](http://www.rockwall.com/mainstreet). SAVE PARKING FOR YOURCUSTOMERS, please.
9. FOD is responsible for market operations and for enforcing the rules set forth. Violation of any provision of the market rules shall be a material breach and default by vendor. FOD reserves the right to cancel a vendor's participation at any time if vendor is found to be in violation of market rules or eligibility requirements.
10. Designation and allocation of space at the market is determined by FOD and is subject to change at any time market coordinators deem necessary.
11. Hours of operation: Saturdays, 8AM-12PM. Vendors must arrive to set up and be ready for 8AM opening.
12. For safety, no vehicles shall be allowed in the Farmers Market area after 7:30AM. During set-up hours, vendors must exercise caution and drive slowly. Vendors may not block thoroughfare when unloading.
13. Vendors are responsible for keeping their area clean/free of any conditions that might potentially result in or cause injury to vendors and other persons/parties during market hours. Sidewalks must be free and clear of debris/cardboard boxes. Cords stretched across pathways must be taped down or covered securely.
14. RFM will open rain or shine. If rain is forecasted, vendors may use discretion regarding attendance. Weather-related absences will not be applied to the (3) allowable absences rule.
15. All products sold at the RFM shall be grown, raised, and/or produced by the vendor within the Texas regions, with the exception of approved full disclosure of selling another's product with the name, contact and location of origin.
16. Vendors shall sell only items the committee has approved for sale. Vendors wishing to add an item(s) to their list must first gain approval from the committee by submitting an amended application.
17. Vendors shall determine the pricing and display of their products.
18. All vendors must abide by health code and restrictions, rules, laws of the City, County, and State.
19. No potentially hazardous produce or product will be permitted for sale.
20. Items intended for human consumption shall not be stored on the ground at any time and shall be in safe and sound condition. Vendors are solely responsible for damages resulting from the sale of unsafe or unsound goods.

**Acknowledgement (RETURN THIS PAGE)**

I, the undersigned, certify the statements made by me are true, complete, and correct to the best of my knowledge. I agree to abide by the rules as stated in the "Rockwall Farmers Market Rules". I understand any misstatement or omission of facts in this application may be cause for rejection of this application and/or cancellation of a prior approval of an application.

I, the undersigned, understand and agree to keep and maintain my vendor space(s) and all areas in and about said vendor space(s) clean and free of debris and any conditions that might potentially result in or cause injury to myself and any other persons or parties. I also understand and agree I am solely responsible and assume entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the condition and quality of any and all products, produce, wares and matters of any kind that I produce, market, display, serve and/or sell at, about or through the "Rockwall Farmers Market".

I, the undersigned, further specifically agree to fully defend, indemnify, release and hold harmless the City of Rockwall, Rockwall County and the Friends of Downtown (FOD) and their respective officials, officers, agents, directors, attorneys and employees (hereafter referred to collectively as the "Indemnified Parties") from and against any and all suits, claims, judgments, demands, actions or causes of action, liabilities, losses, costs or expenses, including the reasonable attorney's fees and court costs and disbursements, whether arising in equity, at common law, or by statute, or under the law of contracts, torts (including negligence and strict liability without regard to fault) or property, of every kind and character (including claims for personal injury, bodily injury, emotional distress, real and personal property damage and economic loss) (all of which are hereinafter collectively called "Claims"), which may now or in the future be brought or instituted or asserted on account of or growing out of or arising from (i) any failure on my part, my partners, officers, managers or agents, subtenants or licensees ("My Parties") to comply with the provisions of this Agreement, or to comply with the provisions of law applicable to my business, or the provisions of law applicable to the property of Rockwall County and the City of Rockwall, or (ii) any and all injuries or damages, including death, to persons or properties relating to the condition, or my use or occupancy of the property of the City of Rockwall and Rockwall County, including the operation of my business upon such property, regardless of any extraordinary shifting of risk, and even if the claims are caused by the active or passive negligence or sole, joint, current or comparative negligence of indemnified parties regardless of whether liability without fault or strict liability is imposed upon or alleged against such indemnified parties, but not to the extent that a court of competent jurisdiction holds in a final judgment that a claim is caused by the willful misconduct or gross negligence of such indemnified parties. The indemnity provided hereby specifically includes, but is not limited to, any loss, damage, or injury sustained by me, and any and all of my agents, employees, invitees, including caterers, and its contractors and patrons whether to person or property and whether the result of negligence, gross negligence or wrongful conduct. The indemnification shall also include costs of defense, which shall be an attorney of the Indemnified Parties' choice, court costs, expert witness fees, and any judgment together with pre-judgment and post-judgment interest. The City of Rockwall, Rockwall County nor the (FOD) assumes any responsibility for any property placed on or in its facilities or grounds.

I acknowledge and agree the City of Rockwall, Rockwall County and (FOD) Rockwall will not provide any security for the market and the City, County and (FOD) Rockwall shall not be liable for any lost, stolen and/or damaged property, materials, equipment, produce, goods, and any other items associated and/or used in conjunction with the market. I hereby release the City, County, Friends of Downtown and their Officials, Officers, Board of Directors, Agents, Representatives and Employees from, and waives any and all rights to any and all claims for damages, or otherwise, I may have with regard to lost, stolen and/or damaged property, materials, equipment, produce, goods and any other items associated and/or used in conjunction with the market.

By signing this application, I agree to a site visit to confirm application information, by at least one member of the "Rockwall Farmers Market", prior to acceptance of application. Photos may be taken at the site visit for future marketing purposes. By signing this application, I also agree that I have read and understand the Market Rules and will comply by them.

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

**ROCKWALL FARMERS MARKET – 2023 SEASON - VENDOR APPLICATION (RETURN THIS PAGE)**

Vendor Name: \_\_\_\_\_

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

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

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

Website/Facebook: \_\_\_\_\_

Contact person working the Rockwall Farmers Market: *Provide contact information for the individual working the RFM.*

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

**Product(s) to be sold at the Farmers Market:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Farm Fruits/Vegetables   | <input type="checkbox"/> Certified organic            | <input type="checkbox"/> Organic ingredients |
| <input type="checkbox"/> Dairy/Cheese   | <input type="checkbox"/> Sustainable                  | <input type="checkbox"/> Sugar free          |
| <input type="checkbox"/> Meat/Seafood/Poultry   | <input type="checkbox"/> Conventional                 | <input type="checkbox"/> Gluten free         |
| <input type="checkbox"/> Eggs   | <input type="checkbox"/> Pastured                     |  |
| <input type="checkbox"/> Honey  | <input type="checkbox"/> Grass fed                    |  |
| <input type="checkbox"/> Breads/Pasta   | <input type="checkbox"/> Grain finished               |  |
| <input type="checkbox"/> Herbs/Plants/Flowers   | <input type="checkbox"/> Hormone Free/Antibiotic Free |  |
| <input type="checkbox"/> Baked goods  | <input type="checkbox"/> Artisanal                    |  |
| <input type="checkbox"/> Value added i.e. salsas, jellies, relishes, pickles, oils, dry mixes, etc. | <input type="checkbox"/> Raw                          |  |
| <input type="checkbox"/> Nuts   | <input type="checkbox"/> Local                        |  |
| <input type="checkbox"/> Other  |   |  |

Are you operating under the Texas Cottage Law?  Yes  No  
If yes, please include a copy of your food handler’s certificate and labeling for each item sold at the market.

Are you operating as a food manufacturer?  Yes  No  
If yes, please include copy of your manufacturing permit and labeling for each item sold at the market.

Do you plan to provide samples at the market?  Yes  No  
If yes, please refer to the food sampling guidelines on page 2 of the application.

Are you selling taxable items?  Yes  No  
If yes, please provide a copy of your state sales tax permit.

List all items sold at the RFM. **Vendors will not be allowed to sell items not listed in this section without prior approval.**

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

Vendor space size: 10’ x 10’ = \$15 Each    How many 10’ x 10’ spaces are requested? \_\_\_\_\_

Do you need electricity for heating or refrigeration of items sold at the market?  Yes  No

**CHOOSE YOUR ATTENDANCE OPTION: Vendor is required to be in attendance on the dates selected below.**

- OPTION 1** – Attending all 22 markets.
- OPTION 2** – Attending the following 11 markets: 5/6 5/20 6/3 6/17 7/1 7/15 7/29 8/12 8/26 9/9 9/23
- OPTION 3** - Attending the following 11 markets: 5/13 5/27 6/10 6/24 7/8 7/22 8/5 8/19 9/2 9/16 9/30

By signing the acknowledgement page, you confirm you understand more than 3 absences could result in dismissal from the market.