



## FARMERS MARKET

### FMC (The Farmers Market at the Cibolo) Rules and Regulations 2022

Intent and Implementation: These Rules and Regulations are meant to govern the operation, administration and management of the Farmers Market under the sponsorship and direction of the Farmers Market at the Cibolo directors in conjunction with principals of the Cibolo Nature Center and Farm; in accordance of the Market Mission Statement. Texas Farmers' Market rules are subject to change by TFM leadership at any point within the market year. Effective: January 2020

#### About:

Mission: Committed to offering quality products, support and promote organic and sustainable agricultural practices and products. Celebrate the Boerne community through partnering with vendor who understand that the Farmers Market at the Cibolo is a crucial part of the Cibolo Nature Center and Farm with intertwining disciplines: Food, Sustainability, Stewardship, Culture and Community.

Operations: The Farmers Market at the Cibolo is at the Herff Farm (33 Herff Road, Boerne Texas 78006) Every Saturday January to mid-December 9:00am – 1:00pm (subject to change)

#### Market Rules:

##### **Applicants:**

1. All invitations to sell at the market are up to the discretion of the CNC&F Board and Market Committee.
2. Submitting an application does not guarantee admittance into the market.

##### **All Vendors:**

3. Market Rules and Regulations must be read and acknowledged via the Testimony and Hold Harmless Agreement for each person working in the booth before vendors attend any market.
4. Copies of all proper permits, certifications, licenses, etc. must be received by The Cibolo Nature Center and Farm before a vendor can attend any market.
5. Vendors must complete all aspects of vendor interest letter and vendor application prior to admission to market, which may include a farm/facility inspection.
6. **NO WHOLESALE VENDORS ARE PERMITTED.** Vendor is limited to selling items as listed in application, additional items must be approved by the Market Committee prior to selling.
7. Attendance is expected every Saturday to promote consistency of products and maintain visitor experience. **Vendors are strongly encouraged to be present every Saturday to make sure the FMC is a vibrant marketplace befitting of our community.**
8. **Vendors must notify the FMC Manager if they will NOT be attending the market.** Vendors not attending a market must submit notification of absence to the Farmers Market Manager by

submitting the [CFM Absence Form](#) no later than end of day Wednesday before the Saturday market. This link will be emailed to vendors and is also always available on the Cibolo Nature Center website ([www.cibolo.org](http://www.cibolo.org))

9. **Failure to notify the market management team of an upcoming absence could result in the reassignment of your space and/or a fine of \$15 per incident** (determined on a case-by-case basis).

10. Market operates rain or shine. Vendors should prepare for all types of weather including cover for rain or sun and weights for winds. No refunds or discount in fees will be given in the event of inclement weather or lack of business due to the weather.

11. Product Origin –

**Agricultural/Produce:** All produce must be grown in the state of Texas. For agricultural producers at our market, we encourage growers who are practicing sustainable and organic methods of growing. Products must be locally grown, produced, and sourced within 100-mile radius of Boerne, Texas unless a different arrangement is agreed upon by the Market Committee. Exceptions include Gulf seafood since there is not an ocean within 100 miles.

**Non-produce:** All items should be produced in the state of Texas, using locally obtained goods. Any item which is not produced by vendor at his/her own facility, requires prior approval by FMC management before sale at the market.

12. Grower/seller agrees to allow the FMC Committee or representative to inspect their farm or facility in order to assure adherence to rules/regulations stated here.

13. Any grower /seller may be suspended from selling by action of the FMC Market Committee for failure to comply with the regulations of the FMC.

14. Laws, regulations, and rules put forth by the federal, state, city, or county government must be followed by all vendors.

15. All stands, including vehicles used for produce transportation, must be kept clean and free of old produce.

16. No live animals or fowl shall be allowed or kept in selling area.

17. Handmade crafts must be made within the State of Texas (each farmer must have a valid business license, to include the additional address of the FMC).

18. The premises of the market shall be kept free from litter and rubbish. Each seller will be expected to clean his/her space before leaving the area.

19. No sleeping or expectorating (spitting) allowed on the premises.

20. For safety, vendors will only be allowed to move vehicles during set-up and clean-up hours, no movement is allowed during Market selling hours.

Set-up and Clean up hours are defined as: **Set-up:** Vendors will be completely set up and ready by 8:45 AM

**Clean up:** Beginning no earlier than the stated market business closing time (1:00pm). No unauthorized vehicles will be allowed in the sales area for any reason. No movement of vendor vehicles is allowed during market business hours for safety reasons. There will be no selling of products outside of stated market hours.

21. In order to sell any product on site at 33 Herff Rd. you must be a paying member of the Farmers Market at the Cibolo and an approved vendor.

22. All vendors must use only state approved/inspected scales if selling produce by weight. Vendors who do not have such an approved/inspected scale, must sell by count, number, bunch or volume (bag, box).

23. All growers/sellers are free to set their own prices. However, all prices must be clearly marked or posted. Collusion and deceptive pricing practices are prohibited. Deliberate and specific undercutting of a competitor's pricing to gain market advantage is strongly discouraged and violates the basic intent and mission of the FMC.
24. Standard booth size is 10' x 10'. Market days are every Saturday morning (unless otherwise indicated by FMC Committee. Market hours are 9 A.M. to 1 P.M. from the first Saturday in March through the 2nd Saturday in December. NOTE: Market vendors must remain fully set up through the entire market time.
25. The FMC management committee reserves the right to suspend any vendor for any reason following a committee review.
26. Assignment of selling space will be at the discretion of the FMC Committee. The FMC Manager will attempt to assign sites so that the vendors will have some consistency in their weekly location. Vendors are expected to cooperate when space adjustments are requested by the FMC Manager.
27. Vendors are expected to communicate in a cooperative manner with their fellow vendors. This ensures the best type of environment for all vendors and customers.
28. FMC Committee may in its sole discretion negotiate with vendors for booth size and fees.
29. Each vendor is completely responsible for all local, state and federal taxes that apply to their sales and presence at the market. This includes all records regarding the vendor's sales.

### **Permit and License Information**

30. Each vendor is completely responsible for learning and abiding by all state and local health regulations and obtaining all applicable permits. Said permits must be available for review during all market hours by FMC management members and the Kendall County Health inspector. All applicable licenses permits, and inspection documentation must be submitted prior to approval of vendor status.
31. If you have question regarding the food rules and permitting for Kendall County, you can contact **Ms. Brenda Bell Sanitarian Inspector 830-249-9343 x214.**
32. All edible goods must be at least 18 inches above the surface of the selling area, to include containers holding such goods (containers, coolers, freezers, etc.)
33. All produce/food vendors shall wear clean outer garments and shall keep hands clean.

**Resources and Permit Requirements** (Items listed below intended to assist in permitting and licensure. It is ultimately the responsibility of the vendor to confirm, acquire, and maintain appropriate permits etc):

#### **Cottage Food Vendors (includes honey)**

-Food Handler's Permit

-Approved Labels (labels for each product must be submitted to Brenda Bell) (Labels must include Business name, address, ingredient list, allergens, and the

Following statement: "This product was made in a home kitchen and was not inspected by the Department of State Health Services or the local health department.")

**Cottage Food with additional requirements or eggs (Fruit butters, pickles, fermented vegetable products, fruits and vegetables)**

- Food Handler's Permit
- Approved Labels
- Compliance with the following:

\*\* FRUIT BUTTERS: You will need to determine if your fruit butter is high-acid, low-acid, or acidified:

- High-acid fruit butters may be sold by cottage food producers without additional requirements. These include apple, apricot, grape, peach, plum, quince, and prune butters.
- Low-acid fruit butters may not be sold by cottage food producers. This would include pumpkin, banana, and pear butters.
- Acidified fruit butters may be sold by cottage food producers if the final equilibrium pH is 4.6 or lower. (See the section on [acidified canned goods](#) for more information.)
- Pickled fruits or vegetables that are preserved in vinegar, brine, or a similar solution at an equilibrium pH value of 4.6 or less.
- Plant-based acidified canned foods, i.e. food with a finished equilibrium pH value of 4.6 or less that is thermally (heat) processed before being placed in an airtight container.
- Fermented vegetable products, defined as a low-acid vegetable food product subject to the action of certain microorganisms that produce acid during their growth and reduce the pH value of the final product to 4.6 or less. These products can be refrigerated for quality (i.e. to slow the fermentation process once the necessary pH is achieved).

\*\* EGGS:

- You must have a temporary food establishment license; and
- Eggs must be maintained at an ambient air temperature of 45°F and below
- Eggs must be properly labeled as "ungraded" with safe handling instructions.

\*\* Fruits and vegetables must be **whole** or **uncut**

**Food Prepared on Site (without mobile unit)**

- Temporary Food Establishment Permit (\$20 per market or \$125 for the year)
- Food Handler's Permit (if one time only) or Certified Food Manager if more than once
- Must be in compliance with all TCS requirements (Time and Temperature Controlled Foods) and all Temporary Food Establishment requirements

**Mobile Unit/Food Truck**

- Food Establishment Permit from Brenda Bell (\$125 for the year or \$20 per market)
- Inspection by Fire Marshall (conducted at the first of each month)

**Time and Temperature Controlled Foods (TCS Foods)**

- Facility must be inspected by the health department.
- all permits and labels must meet federal and state requirements for TCS foods
- Liability Insurance
- Foods in these categories that are prepared off site must be made in a commercial kitchen

- Meats, Poultry, Seafood, Dairy, Eggs, Foods, or:
- Cream pastries
- Cream/custard pies and tarts
- Pudding prepared from a mix or from scratch
- Dry beans cooked (e.g. navy, refried, baked beans, etc.)
- Potatoes (baked, boiled, mashed-fresh & instant, scalloped/au gratin-fresh & dehydrated)
- Cut/prepared fresh fruits and vegetables (including melons, tomatoes, and salad greens)
- Garlic in oil
- Seed sprouts
- Salad dressings prepared from a mix
- Any type of meat product
- Pickled eggs
- Fermented tofu
- Fermented fruits
- Kombucha
- Kefir or other fermented dairy products

Pet Food (subject to the Office of Texas State Chemists, not Health Department)  
<http://otscweb.tamu.edu/Laws/PDF/PetFoodRules.pdf>

### **Resolution and Grievances**

#### **Onsite Resolution:**

The Farmers Market at the Cibolo will make every effort to reach a resolution in the event an issue arises. At market, discretely contacting the Farm Programs Coordinator (Maura Bobbitt) is the first step in resolving issues. The Market Manager may be able to resolve the issue immediately, or she may choose to gather information to deliver to The Cibolo Center for Conservation liaison for further consideration. Vendors must abide by the final decision of the Market Manager or Cibolo Center for Conservation Leadership.

### **Vendor Fees**

34. Vendor Fees: Vendor Fees are listed in the table below and are due by first market of each month.
35. If space is available, daily space permits will be available to eligible growers who are not annual vendors subject to all regulations of the FMC and a fee of \$20.00 per standard booth per day. This requires a 48-hour prior approval from Farmers Market Manager.

Fee Schedule March – mid-December 2022 \$55/month

- No Market Thanksgiving Weekend.
- December Markets (first 2 weekends)- no charge.

Checks can be made payable to: Cibolo Nature Center

Please address questions to: Bri Corpus, [bri@cibolo.org](mailto:bri@cibolo.org).

I/We have read, understand and agree to abide by the FMC Rules and Regulations, and the FMC Hold Harmless Agreement:

Hold Harmless Agreement: I agree to abide by the Farmers Market at the Cibolo (FMC) Rules & Regulations and By laws pursuant to the interpretation of market management. I/ We hereby agree, as an agricultural producer/non-ag food purveyor participating in FMC, that I/we will indemnify and hold harmless the sponsors of the market site, FMC, Cibolo Nature Center and its officers, their agents and employees, from and against any and all liability, claims, demands, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any and every kind and nature arising or growing out of or in any way connected with my/our use or occupancy as an agricultural producer/ non-ag food purveyor at the FMC or any of my/our related activities as an agricultural producer/ non-ag food purveyor at the FMC or market activity, or any activity sponsored by Cibolo Nature Center. I also declare that I have the authority to sign this agreement as a producer or as a designated representative of the producer or the producer's producing entity, or the owner of the food establishment producing food as a food purveyor participating in FMC.

I/We have read, understand and agree to abide by the HFFM Hold Harmless Agreement.