

Vendor Rules and Requirements Agreement for Farmer's Market @ The Dryer

Farmer's Market rules are subject to change by the Farmer's Market at The Dryer Management at any point within the calendar year. The Farmer's Market at The Dryer will be referred to as FMATD from this point forward.

Goals:

Our goal is to host a safe, secure, and clean meeting place for sustainable, fresh, and organic farmers / growers meet like-minded consumers.

Location:

Farmer's Market at The Dryer's Parking Lot which is located at 5339 E. Third Street Katy, Texas 77493

Day and Time:

Every Saturday 7:00am– 11:00am (same time every week, rain or shine)

Management:

Farmers Market at The Dryer will be managed by Katy Silo, LLC.

Vendor Categories:

Agricultural Producer:

- Produce that has been grown on the producer's land (including leased land) located within 150 miles of the market attended.
- Meat (excepting 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, chili pequin, henbit or ramps.
- All agricultural producers must maintain least 50% of products/items sold at market comprising their own agricultural products to maintain this vendor category. Examples: Farmers, Ranchers, Beekeepers, Foragers

Value-Added:

- Culinary products from any operation that has changed the form, flavor, blend and/or the substance of raw products using as many market products as available, preference given to those vendors who use local products.
- Organic ingredients must be incorporated when available.

Last Revised: February 1, 2025

- Commercial kitchen must be within 150 miles of the market attended.
- Value Added vendors operate under City of Katy, Harris County Health and State of Texas Farmers' Market Permit or as required per Katy Silo, LLC. Management.

-Examples: Salsa, Hummus, Cider, Dog Food & Treats, Baked Goods, Herbal products

Prepared Food:

- Vendors offer 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 consumed on the premises.
- Products must use as many market products as available, preference given to those vendors who use local products.
- Organic ingredients must be incorporated when available. Commercial kitchen must be located within 150 miles of the market. Examples: Waffles, Brisket, Iced Beverages

Healthy Living:

- No physical products sold. Fitness, wellness, and other vendor types that do not fit within the traditional boundaries of the vendor listings above. Not a common vendor type, please check with Executive Director before applying under this category. Examples: Workout and fitness-based businesses, nutritional services, chiropractic care

Nonprofit:

- Non-profit, non-partisan organizations may apply for complimentary booth space at any market based on availability. No fundraising allowed at markets and no sales activities allowed. Examples: Pet adoption groups, voter registration, blood drives, Girl Scouts

Other Definitions:

- Producer-only farmers' market: A market at which vendors, their family members or their employees are permitted to sell direct to consumer items which they have themselves produced.
- Reselling: Buying and reselling any item without additional ingredients or modifications to the existing product. Example: 1) farmer selling fruit or vegetable grown by another person or from a wholesale outlet. 2) purchasing balsamic vinegar and repackaging/labeling as your own product. What is acceptable is infusing, blending or adding other ingredients to make it your own.

Co-packed Item:

An item that is prepared, packaged and/or labeled by another entity with your recipe and/or products from your farm or ranch.

- CSA: Community Supported Agriculture: created so a farmer could sell "shares" of their crops and the CSA customers could support that farmer through hard times and benefit through bountiful ones. The farmer has a better idea of how much to grow, he gets his money in advance and has customers for the season. Our markets have agreed to be distribution points for CSAs. Items that are not the farmer's products may be included when items come directly from market vendors, but in no other circumstance.

Last Revised: February 1, 2025

- Dumping: Selling at substantially less than market averages; Also refers to discarding unused food, water, ice, and other materials.
- Off-site: Back to its origin – as in, dumping of trash, ice, water, etc. is not permitted and must be taken off-site, meaning back to its base of operation. Dumping items next to market boundaries is not considered “off site.”

Seasonal Producer:

An agricultural producer that grows only agricultural products that are not possible to grow year-round and are highly seasonal. An example would be a farmer only growing peach.

Specialty Producers:

A producer that offers items not usually grown within the 150-mile radius but a relative or agent brings the items to market. Example: Oranges from Columbus TX that is to be sold by the grower or his/her employee or family member.

Application Fee: \$30 (per year)

(we are reducing application fee to \$1.00 during our first year of operations)

1. Yearly application fee which applies to all vendors.
2. Must be paid prior to consideration of vendor application.
3. Non-refundable to ineligible vendors whose ineligibility resulted from stated market rules.

Booth Fee:

-A fee paid each market day for one 10×10 booth space at the Farmer’s Market at The Dryer.

Fee due before the start of market day.

- Agricultural Producer: **\$25**
- Value-Added Vendor: **\$25**
- Prepared Food: **\$25**
- Associated Healthy Living Vendor: **\$25**
- Unassociated Healthy Living Vendor: **\$25**

If vendor do not show or attend a market day they will forfeit the booth fee and no booth fee funds will be returned.

Market Rules:

Applicants

1. All invitations to sell at any market are at the discretion of the Management of the Farmer’s Market at The Dryer.
2. Applying and paying the application fee does not guarantee admittance into the market.

Last Revised: February 1, 2025

All vendors

1. Market rules must be read and acknowledged via Online Vendor Application. Each vendor is responsible for and liable for each individual working at their own booth.
2. Copies of all proper permits, certifications, licenses, etc. must be received by Farmer's Market at The Dryer management before a vendor can attend any market.
3. Vendor at any time must agree to comply with all market rules by carefully reviewing this document with owner and/or any individual working at vendor's booth. Vendor at any time must agree to Hold Harmless agreement.
4. Existing vendors are not guaranteed a continued space and may be removed as a vendor upon resubmission of application or any time during market year at the discretion of Management of Farmer's Market at The Dryer. Annual Membership and Weekly Booth fees will not be refunded for any reason.
5. There is no guarantee of exclusive category for any vendor.
6. A \$1,000,000 general liability insurance policy is required of all vendors to cover them in the event of an accident or foodborne illness at market, a certificate of insurance is required for each market attended that lists the market's full name and physical address. Please make sure to have Katy Silo, LLC. at 5339 E. Third St., Katy, TX 77493 as the Certificate Holder. The certificate holder is usually indicated at the bottom left corner of the certificate.
7. New items (not included in the most recent application) must be submitted in writing via email and approved by the Executive Director of the Farmer's Market at the Dryer before sold at market.
8. All items sold at market must be grown/prepared by the vendor within 150 miles of the market unless a different arrangement is agreed upon by Executive Director, exceptions include Gulf seafood since there is not an ocean within 150 miles.
9. Laws, regulations, and rules put forth by the federal, state, city, or county government must be followed by all vendors.
10. Re-selling of any products or goods is prohibited (food vendors may blend or infuse products to make a final product of their own).
11. Markets operate year-round, 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.
12. Vendors are expected to be absent for no more than 10 days for each market they attend in the calendar year. If Christmas Eve or Christmas Day falls on a market day, closures will occur. The market will be closed the Saturday after Thanksgiving. If a market is not designated as closed on a holiday, all vendors are expected to attend or submit timely notice of absence. Vendors who exceed 10 absences, without prior consent from Executive the Farmer's Market at the Dryer management, forfeit the association discounted weekly fee rates, will be subject to higher weekly booth fees, and risk being expelled from market.

13. Vendors will be afforded **2 Unpaid Absences** per market, per year. Unpaid Absences are not liable to pay late-call-out fees or vendor fees for those weeks. Unpaid Absences are reserved for weeks in which vendors face issues that are out of their control, i.e.: sickness, injury, natural disasters, etc. Unpaid Absences cannot be used for No Call, No Shows. Unpaid Absences are determined eligible or ineligible solely at the discretion of the management of the Farmer's Market at the Dryer. Unpaid Absences count towards total absences for the year.

14. Vendors not attending a market must submit notification of absence to the management of the Farmer's Market at The Dryer via the **Not Coming + Equipment Rental Form** no later than end of day Thursday before weekend markets and end of day Monday for Wednesday market. This link is emailed to vendors weekly and is also always available on the Texas

Farmers' Market Website on the Vendor Quick Links page.

15. Vendors wanting to rent more than one booth space must follow the same procedure for absence as listed above.

16. Vendors must be set up & ready to sell no later than **15 minutes before market open**. No driving within market boundaries is permitted **30 minutes before market open** and until **15 minutes after the close** of market.

17. Vendors who park in unapproved areas during market will be subject to fines.

18. Vendors may not break down before end of market even in the event the vendor has sold out. Tables, signage, tablecloth etc. must remain set up in booth space until end of market. Vendors must break down promptly at market close. No **driving** within market boundaries is permitted until **15 minutes after the close of any market**.

19. A booth space constitutes a **10'x10'** space using straight-legged canopies. Vendors cannot reserve more than 2 front facing spaces. Merchandise must be restricted to within the designated booth space and signage must not impede flow of shoppers between booth spaces.

20. 30 lb. weights must be securely always affixed to each canopy leg. Weights should be set up in a way to avoid injury to any person. The Market reserves the right to take down any canopy at the market at any time.

21. Smoking and vaping is not permitted in market territory. Vendors must leave market boundaries so that smoke or vape does not reach shoppers or other vendors. Cigarette butts must be properly disposed of in safe containers and removed by vendor.

22. Only generators at or below a **decibel level of 60** are permitted at the market to minimize noise pollution.

23. Only owners or agents (family member, employee) may sell at market. Agents must be knowledgeable, communicative, and project a professional presence at market and must have worked at or visited the farm, ranch, commercial kitchen, or studio of the producer.

24. Branded merchandise such as t-shirts, bags, caps, towels, aprons must be sourced from ethical/sustainable manufacturers, regardless of provenance. Vendors are required to submit their sourcing to the Farmer's Market at the Dryer management for approval prior to selling items at market.

Last Revised: February 1, 2025

Under no circumstances shall vendors use Farmer's Market at The Dryer or any other The Dryer logo without written permission from the Farmer's Market at The Dryer management.

25. Vendors must transport trash and recycling off-site, no dumping or usage of market dumpsters allowed. Vendors must completely clean their booth space at the end of market. Vendors who provide samples or prepared food must provide trash receptacles at their booth. Ice and water brought to the market must be discarded off-site. "Off-site" is defined as back to its origin. Dumping of trash, ice, water, etc. is not permitted and must be taken off-site, meaning back to its bases of operation. Dumping items next to market boundaries is not considered off-site.

26. Booth locations are subject to change. Vendors' booth locations may change week-to-week and vendors are expected to exercise flexibility in the event of relocation.

27. Vendors may bring pets to the market if their permit allows. Service animals are welcome in any case.

28. Vendors must display signage with prices and vendor information. Vendors should keep prices fair and reasonable, no dumping. Signage should clearly identify family name and/or the name of their farm/business including the city, town or county where production occurs, as well as Sales Tax Permits and Certificate of Registration for Weights and Measures where applicable.

29. If a vendor dumps unsold inventory at any market, he/she will be warned once. A second violation may result in loss of market privileges.

30. No printed materials may be distributed as we strive toward operating a zero-waste market. Vendors are encouraged to share information with shoppers by asking them to take a picture of a sign displaying the information, or to add their email to a mailing list to receive the information electronically.

31. Vendors must report Estimated Sales (daily gross sales) to market staff each market day. Data is kept anonymous but required for market analysis and grant reporting.

33. Intoxication from alcohol or illegal drugs will result in vendor expulsion from the Market.

34. Vendors are required to comply with state and federal laws concerning firearms and may not openly display firearms while selling at the market.

35. Vendors must contribute to accessibility at the market by clearing a fire lane and maintain an ADA pathway.

36. No disruptive or aggressive marketing is permitted at market.

37. All fines must be paid prior to setting up at the next market after fines were accrued. Unpaid fines are subject for expulsion from market at managements discretion.

38. Farmer's Market at the Dryer staff members are not responsible for product liability, fines, penalties or the paying of sales taxes for individual vendors.

39. 0.0825 of the total taxable sale must be paid in Sales Tax to the City of Katy if applicable.

40. Discrimination in any form is prohibited. Discrimination is the treatment or consideration of, or making a distinction in favor or against, a person based on the group, class, or category to which that

person belongs, including but not limited to race, color, national origin, age, disability, economic class, sex, gender expression or sexual orientation.

41. Harassment based upon an individual's sex, race, ethnicity, national origin, age, religion, or any other legally protected characteristics will not be tolerated. All employees, including supervisors and other management personnel, are expected, and required to abide by this policy. No person will be adversely affected in employment with the employer because of bringing complaints of unlawful harassment.

42. Other standards and conduct: Vendors should be knowledgeable about products, how they are used, grown, or produced and be able to communicate these things clearly to the customers. Products should be displayed in a sanitary, presentable, and attractive manner. Vendors are expected to be courteous, professional, and presentable always. Inappropriate language or behavior, clothing, harassment, or abuse toward anyone at any market will not be tolerated and may be reason for expulsion.

43. Vendors commit to not publicly disparage the Farmer's Market at the Dryer.

44. Parking Violations: Vendors must park in a way that is NOT in violation of any of the following, or face a fine:

- Illegal Parking
- Parking on a fire lane
- Parking in front of a fire hydrant
- Parking in a way that blocks the road
- Parking in Permit Parking without a Permit
- Vehicle is parked improperly in the Permit Parking Zone
- Permit is missing or lost and/or permit is not displayed properly
- Vehicle is not on the permit parking list
- Hazardous Parking-Any vehicle parked in a way that causes a hazard to other vendors, shoppers, and the general flow of traffic

All Food Vendors:

1. All food vendors must comply with Federal, State, City of Katy and Harris County Health Department rules.
2. No plastic sampling spoons are allowed. Wooden or compostable spoons may be used instead.
3. Co-packed items are not allowed for sale (farmers and ranchers exempt if item is produced by vendor, to be determined on a case-by-case basis by Farmer's Market at The Dryer management).
4. Follow labeling requirements from the State of Texas, which must label all products with the following information:
 1. Contact information: address, phone # and/or email address
 2. Contents: Name of item should include common and usual name

Last Revised: February 1, 2025

3. List of ingredients according to weight. 4. Eight common allergens. Cottage law vendors must indicate on product labels this statement: This product is not inspected by any state of Texas or local health department. Find detailed information here:

<https://www.dshs.texas.gov/foods/labeling.aspx>

5. Health Department violations must be corrected before a vendor is allowed to set up on next market date.

Agricultural Producers:

1. Agricultural Vendors are subject to farm/ranch inspections by the Farmer's Market at the Dryer management with up to two other participating growers/producers if deemed necessary. Refusal of inspection will result in termination of selling privileges.
2. Cooperative selling is acceptable if the co-op is a legal entity and not competing with a current vendor.
3. Vendors must display current Organic Certification when promoting products as organic. Claim of organic status may not be posted or used in promotion of the product, farm, or ranch without proof thereof.
4. Vendors who market their products using the term 'sustainable' must adhere to Farmer's Market at the Dryer management of the definition of sustainable.
5. Producers may offer value added items made from producers' own vegetables, meat, fruit, milk, etc. but must first notify the Farmer's Market at the Dryer management of intent to sell product at any market and acquire any necessary state and local permits.
6. CSA distribution is allowed by farmer or rancher at market only if the boxes include product the vendor has produced. Any new products to be delivered at our markets as part of a CSA must be pre-approved by the Farmer's Market at the Dryer management and permitted or licensed appropriately. Pickup locations other than Farmer's Market at the Dryer markets will not be promoted
7. No live animals may be sold at market.

Farmers:

1. A farmer using synthetic chemicals or dusts on his/her crops must be completely transparent with this information to shoppers. In the event of dispute, a written statement must be submitted to the Executive Director via U.S. mail. The Executive Director may decide to inspect the farm with a certified organic farmer/s and create a final opinion regarding the treatment of the farm and subsequent action toward vendor
2. Vendors must grow or produce the products sold and maintain high quality standards throughout the season
3. Off-grade or seconds or storage vegetables must be labeled as such. Farmer's Market at the Dryer management may insist on removal of poor-quality items
4. Nursery-Only Vendors must sell only cut flowers, potted plants, trees, or nursery starts that are grown from seed, plug, cutting, bulb, or bare root by the seller. No resale of plants is allowed. Any business that

Last Revised: February 1, 2025

grows or distributes plants with the intent to sell in temporary markets or at a temporary location needs a Nursery Floral License Class M and an Event Permit for each event. More information here:

www.texasagriculture.gov/RegulatoryPrograms/PlantQuality/NurseryFloral.aspx

Ranchers:

1. A producer selling any meat claiming hormone and/or antibiotic free and/or grass fed must have raised the animals from the ranch herd from birth (excepting poultry or wild, feral animals) or provide a certified letter from seller that animals have been hormone and antibiotic-free and/or grass-fed since birth and/or weaning. Further, it is preferable that the animals are born and raised completely on the producer's property from ranch herd of mother animals
2. If the producer does not have the capability of raising animals in the fashion described above, the producer must be completely transparent with shoppers and management of the market about where the animals originated if allowed to sell at the markets by the Director of Agriculture and the Farmer's Market at the Dryer management. Wild fish (from the Texas Gulf coast or Texas lakes) and feral animals (harvested from within the 150-mile radius of the market and slaughtered under all applicable regulations) are acceptable. Farmer's Market at the Dryer management requires copies of all relevant permits from city, county, state and federal permitting agencies

Value-Added Vendors:

1. Local farm or ranch ingredients must be incorporated when available and in season. Receipts must be shown as proof as requested by Farmer's Market at the Dryer management
2. At least one weekly menu offering must feature a local ag producers' product(s)
3. Any vendor selling CBD products must provide detailed sourcing and extraction information and provide proof of purchase from source company. Additional information may be requested by the Farmer's Market at the Dryer management. Products may not be sold or sampled to minors (under the age of 18) without a parent/guardian's presence and permission.

Artisans:

Farmers Market at The Dryer focuses on sustainable, fresh and organics products. For artisanal products please contact vendors@thedryer.com for spaces / booth inside The Dryer venue during weekends.

Violations and Fines:

Violations

Violations of market rules will result in prompt corrective and punitive action. This process is generally constituted by the following steps: 1) verbal warning, 2) fines, 3) additional fines, 4) suspension/expulsion from market.

Fines

Late or No Notice of Absence: Full booth fee

Late Payments: \$15

Last Revised: February 1, 2025

Late to Market/Not Ready to Sell: \$15

Parking Fine (any violations noted in Rule 43 for all vendors): \$20

Using Market Trashcans/Dumpsters and/or dumping on site: \$30

Incomplete Equipment Set Up (weights): \$30

Prices Not Displayed: \$30

Bringing Items Not Pre-Approved: \$30

Incorrect Labeling: \$15

Driving into the Market During Prohibited Times: \$30

Tearing down Table, Tablecloth and Signage Before Market Close: \$15

Returned Checks: \$40 + checks will no longer be accepted from that vendor

Disputed Charge Fee for any Payments: \$10

****All fines must be paid prior to setting up at the next market after fines were accrued. Unpaid**

fines are subject for expulsion from market at the Farmer's Market at The Dryer management discretion.

Suspension from Markets:

After 3 fines have been issued for a violation, the vendor will be suspended from the next 2 markets. If a second suspension is incurred, the vendor will be suspended from the next 4 markets. A third suspension will result in expulsion from the market.

****If a suspended vendor attempts to set up at market, their suspension period will be doubled, or they may be expelled from market at the FMATD's discretion. ****

Farmer's Market at The Dryer Governance:

Market Coordinators: Market Coordinators are an authority on matters regarding operations at market and should be acknowledged by vendors as official decision makers in the event of an issue arising onsite.

Resolution and Grievances

Onsite Resolution: FMATD (Farmers Market at The Dryer) will make every effort to reach a resolution in the event an issue arises. At market, Market Coordinators are the first step in resolving issues. Please locate a Market Coordinator and discretely inform them of the issue at hand. Market Coordinators may be able to resolve the issue immediately, or they may choose to gather information to deliver in writing to the FMAD Management company Katy Silo, LLC for further consideration. Vendors must abide by the final decision of the Market Coordinator or FMATD Management.

Vendor Grievance Response Policy

Last Revised: February 1, 2025

Please communicate your grievance first with Market Coordinators. If your issue has not be addressed satisfactorily and/or you would like to appeal your grievance further please contact FMATD Management at Katy Silo, LLC by email to farmersmarket@thedryer.com with subject Vendor Grievance.

Inclusion and Understanding of Agreeing to this Agreement

This vendor agreement is a part of every Vendor Application. Every vendor participating in any event or market at The Dryer is required to have read and agreed to this Vendor Rules and Requirements agreement. Vendor may acknowledge agreement by signing this document using signature block below or by checking a checkbox / acknowledgement during Online Vendor Application.

Vendor Signature Block

Vendor Company / Organization Name: _____

Vendor’s Authorized Personnel Full Name: _____

X _____

Authorized Personnel Signature

Date: _____

Title: _____