



# FARMER'S MARKET VENDOR APPLICATION PACKET

Commerce Farmer's Market

1100 Bonham Alley

Commerce, Texas 75428

This document is to be used as a general guideline and DOES NOT supersede current City of Commerce ordinances.  
Please return completed packet to City Hall.

**Interested Vendors may not set up a booth at Commerce Farmers Market until they are approved, in writing,  
by the City of Commerce Parks & Recreation Department.**

## **Vendor Rules**

1. All vendors must complete and submit a Vendor Application 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 in their stall 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.
5. Electricity is available on a limited basis.
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. NO SAMPLES ARE PERMITTED.
8. Foods and food products produced by “Cottage Food Producers” may be sold at the Farmer’s Market pursuant to the rules and regulations established by the State of Texas Department of Health.
9. All foods must be properly labeled. No un-labeled packages of processed foods are allowed.
10. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.
11. Vendors must supply all materials and containers for customer sales.
12. The City of Commerce will determine eligible participation. All decisions are final.
13. Cottage Food Vendors are required to obtain a Food Handler’s Certificate.
14. Trash must be placed in suitable containers. The market provides trash barrels for vendor convenience. No trash should be left in the market area.
15. Portable restrooms and hand washing station are available on site.
16. It is the responsibility of the prospective vendor to complete, sign and return all required paperwork and fees. Incomplete packets will not be processed.

## Farmer's Market Food Safety Guidelines

1. No foods requiring temperature control will be allowed at the Commerce Farmer's Market.
2. 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.
3. 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 must be legible.



4. All cottage food products must be packaged in a manner that prevents product contamination.
5. 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. Roasted coffee or dry tea
  - o. Fermented vegetable products, acidified canned goods, and pickled fruit and vegetables



**COMMERCE FARMERS MARKET**  
**2023 SEASON – VENDOR APPLICATION**

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

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

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 Goods

☐ Value Added i.e., salsas, jellies, relishes, pickles, etc.

☐ Crafts

☐ Other, please specify: \_\_\_\_\_

Please provide a complete list of products to be sold at the Commerce Farmer's 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, as required by the Hunt County Health Department. Failure to submit permits will delay approval of your application. Please visit <https://www.huntcounty.net/page/hunt.foodserviceshome> for more information.**

By signing this application, I agree that I have read the rules and regulations of the Commerce Farmer's Market and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application form unless an additional request is granted later. I acknowledge full responsibility for all my actions and activities in the market (and those assisting me) throughout the term of this season's market.

I acknowledge the authority of the City of Commerce 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. Copies of all necessary licenses and applicable vendor application fees must accompany this application. The City of Commerce has my permission to use my farm/business/pictures in promoting the market.

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



### Indemnity Agreement

Whereas, \_\_\_\_\_, a vendor, charitable organization, or other type of entity (User) desires to participate in the Commerce Farmer's Market; and

WHEREAS, such organization meets the criteria for participation in the Commerce Farmer's Market and agrees to obey the rules of the market and understands the nature of operating within the Commerce 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 Commerce, 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 Commerce 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 Commerce 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 Commerce 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 Commerce.

User further agrees that this indemnity provision shall be considered as an additional remedy for the City of Commerce and not as an exclusive remedy.

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

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

Date: \_\_\_\_\_



### **Market Code of Conduct**

The Commerce Farmer's 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 8 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 903-886-1151, Monday through Friday, from 8:00 am until 5:00 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.