

Vendor Overview & Rules

www.MtxFCM.com
www.MansfieldFarmandCottage.com

TheMarket@MTxFCM.com

Document Revision -
Published 31 January 2023

Established & Recognized by
Office of the Secretary of the State of Texas
22 December 2022

PO Box 2092
Mansfield, TX 76063

Table of Contents

1 Overview & Organization.....	4
1.1 Purpose.....	4
1.2 Legacy & Vision.....	4
1.3 Governing Document.....	4
1.4 Organization and Operations	4
1.4.1 General Operations.....	4
1.4.2 Vendors.....	6
1.4.3 Market Manager.....	7
1.4.4 Board of Directors.....	7
1.4.4.1 Board Member Qualifications & Elections.....	8
1.4.4.2 Market Reports.....	8
1.4.4.3 Board Meetings.....	8
2 Vendor Rules.....	10
2.1 Scope & Definition.....	10
2.2 General Rules.....	10
2.2.1 Applications.....	10
2.2.2 Placement of Vendor Booths.....	10
2.2.3 Permits, Certificates & Organizations.....	11
2.2.4 Attendance.....	11
2.2.5 Setups.....	11
2.2.6 Edible Product Samples.....	13
2.2.7 Conduct.....	14
2.3 Farm Rules.....	15
.....	15
2.4 Cottage Foods & Home Goods Rules.....	16
2.5 Artisan/Craftsman Rules.....	17
2.6 Education/Not-for/Non-profit (EDU/NNP) Organization Rules.....	18
2.7 Food/Beverage Rules.....	19
2.8 Food Trucks/Trailers.....	20
2.9 Musician/Artist Rules.....	21
3 Programs.....	22
3.1 Homestead Cooperative.....	22
3.2 Online Marketplace & Market Quick Stop (OM/MQS).....	23
4 Schedule of Fees, Legal & Liability Clauses.....	24
4.1 Schedule of Fees.....	24
4.2 Permit Requirements & Fees.....	25
4.3 Market Legal & Liability Clauses.....	27
5 Applicable Forms.....	28
5.1 Vendors.....	28
5.1.1 Application.....	28
5.1.2 Catalog of Products.....	29
5.1.3 Parking Permit.....	30
5.1.4 Weekly Reporting.....	31
5.1.5 Market Violations.....	31

6 The Market Information & Logistics.....32

- 6.1 Contact Information.....32
- 6.2 Website Information.....32
- 6.3 Social Media Links.....32
- 6.4 Market Owned Logos & Icons.....32
 - 6.4.1 Market Logos.....32
- 6.5 Definitions & Acronyms.....33

1 Overview & Organization

1.1 Purpose

Mansfield Farm & Cottage Market is an entity under BA Angus & Agriculture LLC with the express purpose to bring local farmers, homesteaders, artisans, craftsman, artists, musicians, and community together to form a corporate market front within the City of Mansfield, Texas; it's purpose is to enrich the city's community and connection to local fresh produce, food items, original crafts and art, along with a venue for local musicians and non-profit/educational groups to engage patrons.

1.2 Legacy & Vision

Rex Wenger started the Mansfield TX Farmers' Market in 2004 and managed it through October of 2021. His vendors were his pride and joy. Rex loved talking with all of them, becoming friends with many. His goal was always to provide opportunities for growth for hardworking businesses in a fun and welcoming space with customers able to find unique artisan products and foods. We believe he was successful in his goals.

With this legacy, we look forward to the Mansfield Farm & Cottage Market and bringing forth the commitment and hard-work ethic to serve the community. This will be a place for micro-businesses to engage in commerce and grow their dreams. This will also be a place for Mansfieldians to shop local and foster friendships and fellowship in their community.

1.3 Governing Document

The “Mansfield Farm & Cottage Market Overview & Rules” shall be the governing document for all policies, procedures, and management of the Mansfield Farm & Cottage Market. This document is a subsection of the main Overview & Rules document; any discrepancies shall be referred back to the main document as the authoritative document.

1.4 Organization and Operations

1.4.1 General Operations

Mansfield Farm & Cottage Market (“The Market” or “MTxFCM”) shall be managed as a mostly autonomous entity from BA Angus & Agriculture LLC (“BAA”). The Market shall be overseen by a Board of Directors (“The Board”) consisting of representation from The Market vendors and the City of Mansfield, TX (“The City”). The Board of Directors shall utilize quarterly meetings to oversee the issuing of the rules (this document), the annual budget and income requirements, vendor fees, vendor membership, and performance of The Market. The Board of Directors shall have a Market Manager to oversee general operations, marketing initiatives, market organization, and any issues or disputes that may arise between meetings. Vendors shall be comprised of local farmers, cottage food and goods creators, artisans, craftsmen, artists, musicians, non-profits, and/or educational entities. Vendors shall apply annually, and a non-refundable application fee shall be charged to all entities applying to be a vendor. This fee shall cover the costs of review, setup, and orientation for The Market.

The “Market Season” shall be defined as the time-frame all applications, catalogs, fees, permits, benefits, and seasonal approvals are valid for the calendar year corresponding to the associated calendar dates of 1 March through 30 November. Vendors or sponsors submitting applications after the August board meeting shall be considered for the following year's Market Season. All vendors or sponsors shall have their applications made for the current year Market Season prior to the second Saturday in March to be valid for the entire Market Season. Vendors or sponsors submitting applications after the March deadline and during the Market Season will have to wait for a quarterly business meeting for approval to join and may not receive all benefits or access to events/markets listed.

The market events shall be Saturday mornings from mid-April to the Saturday preceding Thanksgiving and open from 0800 to 1200 central time. Vendors shall be assigned a 10'x10' or 10'x20' space with appropriate resources in accordance with their approved application and as issued by the Market Manager. Vendors shall arrive and check-in at the Welcome Booth no later than 0730 central time and are encouraged to be completely setup prior to 0800 central time. Setup may begin upon arrival of the Market Manager at 0630 central time. All Vendors shall be in compliance with associated rules and regulations no later than 0745 central time; compliance shall be determined by the Market Manager. Regulations with stricter application may be monitored by the Market Manager during the setup process (eg: food handling and storage). Vendors shall unload at the designated locations and then move their vehicles to the specified parking areas prior to setting up their booth. Vendors with a Parking Permit to park at the market area shall arrive no earlier than their permitted time and minimize their time within the shared unloading zone. Vendors shall be allowed to move vehicles back to the specified loading areas after 1215 central time in accordance with the Market Manager Load-In/Out Plan. Vendors shall have booths broken down, loaded, and be clear of the market area no later than 1300 central time. The Manager shall have discretion to cancel or adjust times for a market event due to extreme weather-related forecasts or circumstances; otherwise, the market event will be held, rain or shine.

Vendor parking shall be at an off-site location designated by the Market Manager. A limited number of Parking Permits shall be issued for food trucks/trailers, on-site farm parking, trailers used for transportation of the booth, or for those with a physical need for close proximity to the market area. The Parking Permit shall specify the approved need, Market Season, authorized vehicle(s) by license plate, parking location, and access times to the market area. Parking Permits are non-transferable and all vehicles used by the vendor for the market must be listed; however, vendors are requested to keep the number of vehicles at the market to no more than two (2). Vendors may request an updated permit during the season if needed.

Additional booths sponsored by The Market shall include a Welcome Booth, Educational Booth, and Market Partner Booths. Other booths may be included in the layout for Sponsorship Partners, special projects, or Market Programs as required and as space allows.

1.4.2 Vendors

Vendors shall consist of farms, cottages, and home-based business that produce the majority of their own products and are not affiliated with franchises/distributors/consultant-based businesses. Vendors shall not have a prevalent religious or political genre as their primary product or message (although the vendor may sell a religious- or political-themed item as approved by the Board of Directors). Vendors shall select a "Type" to be defined as their primary business category. The Vendor Types shall be defined as follows:

- **Farm** – A producer (any person or entity that produces agricultural products by practice of the agricultural arts upon land that the person or entity controls) that is producing agricultural, apicultural, horticultural, viticultural, or vegetable product for human consumption on a commercial scale in accordance with Texas Department of Health and Human Services – Farmers' Market Provisions (<https://www.dshs.texas.gov/retail-food-establishments/texas-farmers-market>). This category shall also include farms producing fresh cut flowers or ornamental plants.
- **Cottage Food** – An individual, operating out of the individual's home, producing food in accordance with the Texas Department of Health and Human Services - Cottage Food Provisions (<https://www.dshs.texas.gov/retail-food-establishments/texas-cottage-food-production>) described foods and sells the foods produced directly to consumers (no wholesale). Food items with a Temperature Controlled for Safety (TCS) requirement must be sold under the Food/Beverage Vendor Type.
- **Cottage Good** – A home-based business producing hand-made items typically used around the home to ensure smooth operation of the home such as soaps, candles, quilts, blankets, towels, clothes, etc.
- **Homestead** – A family or group of families working together to achieve a level of self-sufficiency producing Farm or Cottage Goods on a "not-for-profit" basis selling "extras" or surplus to provide for self-sufficiency. (See Homestead Program section in this document for additional details and requirements.)
- **Artisan/Craftsman** – A home based business producing hand-made items that do not fall under the "Cottage Good" type. These items can include jewelry, hand-carved items, hand-crafted furniture, games, or other wood/metal items.
- **Educational/Not-for/Non-Profit Group** – A group with an objective that serves or enriches the Community of Mansfield and is operating without the intent for profit. Not-for-profit groups may sell items to fund projects or the organization's objectives. Educational/Non-profit groups may hold raffles or approved fundraiser events; however, the primary purpose of the booth shall be distribution of information about the group or relating to the group's educational purpose or service, which allows for a lower fee to be charged for those groups.
- **Food/Beverage** – A home-based business offering food or beverage items intended for immediate consumption at the Market or food items that are Temperature Controlled for Safety (TCS). This Vendor Type shall also include home-based business wishing to sell food items that have a TCS requirement. Vendors will be required to obtain an Temporary Food Establishment permit from The City.

- **Food Truck/Trailer** – A home-based business offering food or beverage items from a truck or trailer for immediate consumption at The Market. Vendors will be required to obtain a Temporary Food Establishment permit or a Food Truck/Trailer Food Establishment permit from The City.
- **Musician/Artist** – An independent individual(s) that provides music or artistic works for enjoyment or sale to the Community of Mansfield.

1.4.3 Market Manager

The Market Manager shall be responsible for hosting The Market by providing assigned vendor locations, managing market infrastructure, vendor attendance verification and fee collection, on-site city interface with vendors, market rules and regulations enforcement, vendor and patron hospitality, and market/vendor data collection. The Market Manager shall also be trained as a first responder, providing coordination of safety, security, fire safety/initial response, initial first-aid response, and interface with emergency management units.

The Market Manager shall also be the primary liaison between patrons, vendors, potential vendors, and regulatory authorities (city/state/federal) visiting the market events or applying to The Market. The Market Manager shall manage vendor/patron/sponsor profiles, new vendor orientation, advertising, press interviews/releases, social media/online presences, required permits, event integration coordination (ex: City's Earth Day celebration), special events or theme days, and Board elections. The Market Manager shall have binding authority over decisions and disputes at any market events. The affected party or parties of the Market Manager's decision may appeal that decision to The Board; however, the Market Manager's initial ruling shall stand until such time as The Board may issue a revised ruling. The Board's ruling shall be final in all issues or disputes.

The Market Manager shall organize any monthly focus theme, coordinate with vendors, and invite/host a guest for the Educational Booth provided by The Market. The monthly focus may also include a “special event” day with extra efforts requested from vendors or invited guest/organization; the Market Manager will be responsible for coordination of these events and any additional safety or permit requirements.

1.4.4 Board of Directors

The Board of Directors (“The Board”) shall consist of eight (8) members (“Board Members”) comprised of three (3) permanent seats and five (5) elected seats. The 3 permanent seats shall be composed of the Market Manager (Board Chair), a BAA representative (Board Treasurer/Parliamentarian), and a City of Mansfield representative. The five (5) elected seats shall be composed of active vendors and voted in by vendors in good standing, annually. From the five (5) elected seats, a Board Secretary shall be selected by The Board at the first meeting of the year. Special project or committee chairs shall be selected from the remaining Board Members as required. All Board Members, excluding the Market Manager, shall have an equal vote for all propositions, issues, and disputes brought before The Board. The Market Manager shall only have a vote in a situation requiring a tie-breaking vote to be cast. Elected Board Members, BAA, or City of Mansfield representatives shall not be paid by The Market for their service on The Board.

1.4.4.1 Board Member Qualifications & Elections

Vendor representatives shall be qualified for election to The Board by their business entity attending 50% or more markets during April through August and be in good standing within the current calendar year prior to September of that year. Application of Candidacy shall be submitted to the Market Manager by the first Saturday of September for elections to be held during the month of October. The Manager will review the application and provide approval or denial within 72 hours via email notification. Elected Board Members shall serve a one-year term calendar term (January – December).

Elected Board Members are required to attend quarterly board meetings to provide representation on behalf of vendors. Board Members are encouraged to seek feedback from the vendors on all subject matters related to The Market functions, attendance, and prosperity. Board Members that are absent from two (2) board meetings may be dismissed from The Board by a recommendation from the permanent members and acceptance from the remaining members of The Board. A special election then must be held prior to the next quarter's board meeting to fill the vacant seat. Term limits shall not be in-acted to Board Members; however, the qualifications for election must be annually met.

Electors shall be comprised of vendors in good standing (those who attend 50% or more markets during April through September with fully paid dues and no outstanding disputes) with only one (1) ballot per vendor counted. The ballot shall require vendors to vote for five (5) potential Board Members via redacted ballot (name of vendor shall be removed from the final report; only the Market Manager will see the organization's name that cast the vote set). The Market Manager shall collect the ballots, validate the vendor's standing, and tabulate the valid received votes. In the event of a run-off election, the Market Manager shall present the pair(s) of closest-received votes for vendor evaluation. Only vendors with submitted and accepted ballots shall be able to vote in a run-off election. Elections shall be complete and results announced via email and posted at the Welcome Booth prior to the last market of the season.

1.4.4.2 Market Reports

Vendors are requested to voluntarily submit a sales report form each week for compilation into the quarterly reviews of the market. These reports shall be collected by the Market Manager.

1.4.4.3 Board Meetings

The Board of Directors shall meet quarterly throughout the year with the following main line agenda and time-frame:

- ◆ 1st Quarter, late February/early March → New Board Installation & Position Selection, Budget Acceptance, Vendor Application Reviews
- ◆ 2nd Quarter, late May/early June → Market Review, Vendor Application Reviews
- ◆ 3rd Quarter, August → Market Review, Vendor Application Reviews
- ◆ 4th Quarter, December → Closeout the Market Year, Certify Election Results, Recommend Budget Approval, and Introduction of the New Board

Special sessions may be called as required during the year. The Market Manager shall coordinate, provide the agenda, and attend/chair the meeting for all quarterly or special board meetings.

Vendors may attend as observers or may provide input's during an open floor segment, as allowed by the Market Manager's agenda. Disputes or issues shall also receive dedicated time within the agenda as required. The Market Manager shall finalize the agenda seven (7) days prior to the meeting and distribute to The Board Members and vendors.

Board Member attendance, vendor attendance, and board member votes shall be recorded by the Secretary. Vendor members in good standing may request an attendance/vote history of Board Members. A simple majority vote of Board Members shall decide all general issues, disputes, and management requirements. The Secretary shall be responsible for recording all meeting minutes and decisions, distributing to the Board Members for review/corrections, and publishing to the vendors via email. The Market Manager shall also have hard-copies available at the next market event following publishing of the minutes.

2 Vendor Rules

2.1 Scope & Definition

This section shall define the Rules of The Market and its vendors as set forth by the Board of Directors. Regulations are defined as non-Market standards set by the appropriate Local or State Governing documents covering individual entities, trades, processes, procedures, or health regulations. The following Rules are inclusive of the Market scope only; additional regulations of the City/State/Federal level may apply depending on the business or product. It is the responsibility of each vendor to comply with all applicable City/State/Federal regulations in addition to the Market Rules.

2.2 General Rules

2.2.1 Applications

Vendors shall submit/maintain an application and product catalog for their business annually in accordance with The Market Season. These two (2) items will be reviewed at a quarterly board meeting, and acceptance shall provide admittance to be a Market Vendor. Vendor applicants shall fully disclose ALL items they wish to sell with the appropriate information listed in the catalog structure. The majority of products (80%+) listed in the catalog shall fall within the appropriate vendor type listed on the application. Additional products not in the vendor types may be listed in the catalog; however, those items may be disallowed depending on number of similar items at The Market and how the items fit within the Market's objectives and vendor profiles. Mansfield and local (within 30 miles of Mansfield) will be given priority over out-of-town vendors. Contact information of business owner(s) and/or market representative shall be maintained on file; either the listed owner(s) or representative are required to be present at the booth during the market event. Approval of the vendor catalog shall be made by The Board with line-item acceptance, deferral, or denial. Once approved, any changes or updates will be required to be reviewed by the Market Manager (and possibly The Board) prior to implementation of the change.

2.2.2 Placement of Vendor Booths

Assignment of vendor booth locations shall be based on the following order of precedence:

1. Electrical or special access requirements; TCS requirements will receive priority over vendors without a TCS requirement for electricity.
2. Size of booth requested
3. Vendor history and standing
4. Additional vendors requests
5. Products being sold

Vendors shall maintain their assigned spots throughout an entire Market Season, unless otherwise required by the Market Manager to relocate in response to a Market Violation or a required placement need base on the order of precedence above.

2.2.3 Permits, Certificates & Organizations

The Market Manager shall be provided copies of any required City Temporary Food Establishment, Texas State Sales Tax & Use, Texas State Food Handlers certificates or other permits/insurance certificates as applicable to each vendor. All required Health/Tax/Permit Certificates shall be displayed in an easy-access location by each vendor. Cottage Food Vendors shall display the Market-provided certificate indicating they are operating under Texas Cottage Food provisions instead of a city or state inspection permit. Food trucks are required to maintain either a city-wide Food Truck permit or Temporary Food Establishment permit specifically for the Market. Vendor products' labeling, storage, and packaging requirements shall comply with applicable regulatory requirements.

All vendors are encouraged to maintain appropriate liability insurance, membership with appropriate professional organizations, and membership with the "Go Texan" State Organization as applicable.

Vendors who wish to have their products labeled as USDA Organic must provide appropriate certification documents.

Changes or updates to any of the documentation on file shall be the responsibility of the vendor; failure to provide required updates may result in a violation.

2.2.4 Attendance

Roll call will be issued each Wednesday morning via email before the Saturday market. Vendors are expected to answer roll call by the end of the day (Wednesday 2359 central time) as to their attendance status. Vendors are required to pay by the check-in time the day of the event (online, cash, check, or credit card). Vendors who fail to check in, provide appropriate payment, or inform the Market Manager of non-attendance 24 hours prior to the event may receive a violation and are subject to potential loss of assigned spot. Late arrivals may also receive a violation and are subject to potential loss of assigned spot.

Vendors shall commit to the entire season and frequency selected on their applications. A modification to frequency of attendance shall be submitted to the Board of Directors as required. When an absence from the committed schedule is required, the Market Manager shall be notified in a timely fashion and no later than 24 hours prior to the market event. Vendors shall attend no less than 75% of their committed schedule to avoid any penalty in the following years' application or loss of assigned location.

2.2.5 Setups

The market area setup will have limited to no shade available to vendors with most spots being located on a grassy area. Additionally, vendors will be required to transport their booth setup to their spot from a designated driveway or roadside area (no general ability to drive up to your spot to unload) and are encouraged to have a cart capable of moving their equipment to their spot.

All vendors utilizing an awning for shade shall have an appropriate-sized canopy(ies) that remain within their allotted footprint. Tents or canopies requiring stakes are prohibited. A minimum of 25 pounds of weight shall be applied to each leg of the canopy with a tie down highly recommended drawn from the weight to the top corner of the canopy. Vendors shall be responsible for any tables/chairs and other items within their space. The setup shall not extend

into the walkway or access ways. Trip hazards of booth setup, signs, or electrical cords shall be appropriately managed with covers, tie-ups, markings, tape, etc.; the Market Manager shall determine if adequate hazard management is present. The vendor shall be responsible for their canopy, components of their canopy, or other items from their booth that damage other vendor's setups, injure patrons or other vendors due to wind or other negligent actions in securing items of their booth.

A sign or banner with the name of the vendor and home location (e.g.: city/town or county) with minimum overall dimensions of 2'x4' in either vertical or horizontal orientation with the business name capital letters being a minimum of 3" tall shall be conspicuously displayed within the booth's footprint.

Decorations for booths shall not include straw, hay, foil stars, rice, glitter, foil and/or paper confetti, gem stones and/or faux diamond rocks less than 1" in diameter, sequins, streamers, or artificial snow. Balloons shall not be filled with anything other than air or helium. All decorations shall be removed from the premises each week at the conclusion of the market event.

Vendors are prohibited from nailing, tacking, screwing, or otherwise physically attaching materials to any part of the facility. Masking tape, gaffer's tape, painter's tape or scotch tape are preferred, if necessary (any tape residue must be removed upon departure) to manage trip hazards or other required items to be secured. No items may be hung from the ceiling without prior approval from the City Cultural Arts Supervisor or designee. All decorative materials must be treated with flame proofing or be flame resistant and meet the requirements of the City of Mansfield Fire Codes.

Candles used as table decorations and other open flames are prohibited. Sterno, if properly contained in catering equipment, is allowed.

Power may be requested at time of application to the market; the max power allotment shall be 5 amps (600 watts). Additional power requirements may be requested via waiver to The Board at time of application for admittance or during the course of the market season. Power allotments shall be distributed first to those with health/safety requirements. Vendors are prohibited from exceeding approved power allotments and must verify that heaters, hot plates, and other large electrical appliances fall within this allotment (check the manual of the devices you intend to utilize for power requirements). Only one (1) receptacle will be allotted per vendor; vendors are responsible for power taps/splitters/power strips for their booth. Alternate power sources may be utilized within the booth provided that circuits are not overloaded and do not interface with Market supplied power outlets. Use of generators requires registration with the Market Manager 30 days prior to intended use and placed at approved locations. Generators shall not emit excessive gasses or noise (no more than 60 dB from 10 feet away) and may require a noise shroud to deflect the sound as determined by the Market Manager.

All trash from MUST be deposited into provided trash receptacles by the close of market day (1300 central time). Vendors are encouraged to have small trash receptacles within their booth in addition to those provided by The Market. Additionally, vendors are encouraged to manage items within their booth that may blow away (business cards, info sheets, decorations, etc.) to prevent trash accumulation in the market area. A fee shall be assessed to any vendor whose space must be cleaned up by the Market Manager, and a violation issued in addition to the fee for the second occurrence.

2.2.6 Edible Product Samples

Any edible sample shall be distributed in a sanitary manner under the supervision of a vendor employee (no self-service sampling). Vendors shall only be allowed to provide bite-sized samples of items they are permitted to sell (e.g., a vendor can sell coffee beans; but, if not permitted to sell liquid coffee, may not provide samples of liquid coffee from their beans), however, approved samples may be accompanied with bite of bread, chip, or cracker as would normally be used to serve the item. Vendors providing samples shall hold a current Food Handler's permit or be supervised by a vendor holding a current Food Handler's permit.

Potable water must be available for washing; however, a 3-basin sink setup is not required for sampling. Produce intended for sampling shall be washed in potable water to remove any soil or other visible material.

An vendor preparing samples on-site shall either wear clean, disposable plastic gloves or wash their hands in soap and water prior to preparing the samples. Utensils and cutting surfaces used for samples shall be smooth, nonabsorbent, and easily cleaned or disposed of at the conclusion of preparation.

Vendors shall provide a list of items to be sampled and sample method/preparation to the Market Manager two (2) weeks prior to the start of sampling. Samples must be distributed using toothpicks, sample cups, delicatesen paper, or small plastic bags to ensure sanitary transfer of the sample to the patron. A small trash can with a lid shall be available for patrons at the vendor's booth to collect waste from samples.

Samples that have a TCS requirement or develop a TCS requirement once cut (such as cut produce), shall be either kept at 41°F or colder or disposed of within two (2) hours of preparation. Samples placed on a tray shall have sufficient barriers (screens, solid clear display case, etc.) to prevent contamination from insects and wind-born contaminants.

On-site cooking demonstrations shall be registered with the Market Manager two (2) weeks prior to the demonstration and must comply with the Texas Health & Safety Code Section 437.020. On-site cooking shall be for educational purposes and samples of that demonstration may be provided in accordance with the rules of this section.

The Market Manager or City Health Inspector may review all on-site sampling setups, processes, and items to ensure compliance with the Texas Health & Safety Code Section 437.020 and rules contained within this section. Cottage food vendors preparing food samples at the market are considered operating under a Farmers' Market and shall adhere to the Health & Safety Code as defined in this section.

2.2.7 Conduct

All vendors shall comply with the rules contained within this document. Failure to do so may result in a violation issued by the Market Manager or City Code Compliance Representation. The first violation of Market Rules shall be a written warning as deemed appropriate by the Market Manager; the second shall result in a fine payable to The Market; the third shall result in an additional fine payable to The Market. A fourth offense recorded by The Market shall result in dismissal from The Market.

Violations cited by City Code Compliance shall also be considered a violation of Market Rules, and the above schedule will be enforced in addition to any City of Mansfield or regulatory action taken.

Vendors are expected to arrive on-time and keep their booth setup until the end of the market day (12 noon). Early departure of a vendor shall be granted by request to the Market Manager by the start of the market (0800) and is expected to be requested only for non-normal events (ex: Family Reunion starts at noon and the vendor needs to leave by 11). Early departures to attend an another market, fair, or other vendor event shall not be approved.

Vendors are expected to act with respect and courtesy to all patrons, other vendors, and managers. Any disputes between patrons and/or vendors should be handled in a professional manor; the Market Manager is always available to help resolve issues. If incidents escalate where the Market Manager is forced to step in, the responsible parties may be asked to leave the grounds, and vendors may receive a violation if the Market Manger determines there has been a violation in code of conduct; the Market Manager has the final word of decision at the market event.

Vendors are prohibited from “walking the market” with samples, coupons, or literature. Advertising and sales may only be conducted within respective vendor's assigned space. Vendors are encouraged to have information sheets and/or business cards at their booths and additionally are encouraged to provide the Market Manager with those items to showcase in the Welcome Booth. Vendors are prohibited from playing music or using lights within their booth that interferes with other vendor's ability to conduct business. Vendors who bring children shall keep them in sight and not allow them to interfere with other vendor's ability to conduct business.

All Vendors are encouraged to dress in business-appropriate attire or uniform; vendors shall not wear inappropriate/revealing, degrading, vulgar, or political clothing as determined by the Market Manager.

Vendors are expected to be honest, courteous, and professional with the public and their fellow vendors.

Smoking (within the facility grounds or within 30 feet of boundaries), smokeless tobacco, e-cigarettes/vaping, and controlled substances are prohibited on the premises. Personal alcohol is prohibited; the sale of alcohol for consumption (either at the market event or off-site) shall be regulated by separate application and permit.

If you have questions, complaints, or grievances, speak with the Market Manager on duty.

2.3 Farm Rules

All Farms shall provide proof of Texas Agriculture standing through submission of a copy of a valid Texas Agriculture & Timber Exemption certificate or card. Texas Sales Tax and Usage certificate is also required if the Farm is selling items that qualify for collection of sales tax under the Texas State Sales Tax requirements.

Farm catalogs shall be comprised of entries adhering to the following:

- 75% of items should be grown/raised on the Farm
- 80% of items should be local (within 200 miles)
- 90% of items should be from Texas

Entries in the catalog shall include name, type/category, description, origin, season/expected availability, if item is taxable, any allergens or health safety concerns, potential variations, temperature control requirements, and a picture (optional).

All food products or bins must be labeled with farm name and county of origin. Harvest date is recommended to be included on the sign or label as applicable.

All packaged or processed food shall have individual labeling in accordance with regulatory requirements with the minimum information displaying the name of the farm, county or address of origin, date of packaging or “best by” date, and handling/safety information (if needed). Mixed products (ex: mixed greens or mixed sprouts) shall include an ingredients list on the package.

2.4 Cottage Foods & Home Goods Rules

All Cottages shall provide proof of Texas Sales Tax and Usage certificate if the Cottage is selling items that qualify for collection of sales tax under the Texas State Sales Tax requirements. Cottage food vendors shall provide annual sales report demonstrating that annual sales are less than \$50,000 for applicable food items listed in the vendor's catalog (Texas State Franchise, State Sales Tax, or Federal Income Tax Schedule C documentation) if requested by The Board.

Cottage catalogs shall be comprised of entries adhering to the following:

- Items including baked goods, salsas, jams, pickled/fermented/acidified goods, baking or spice mixes, dried herbs/spices, roasted coffee, dried teas, nuts, candies, or other packaged foods in accordance with the Texas Cottage Law.
- Items including handmade kitchen towels, pot holders, dish scrubs, quilts, soaps, candles, or other hand crafted household goods.
- 80% of items listed should be original/from-scratch or hand crafted products (no kits, box mixes, or commercially available copycats).

Entries in the catalog shall include name, type/category, description, origin, season/expected availability, if item is taxable, any allergens or health safety concerns, potential variations, temperature control requirements, and a picture (optional).

All packaged foods shall have individual labeling in accordance with regulatory requirements with the minimum information displaying the name of the cottage, county or address of origin, date of packaging or “best by” date, and handling/safety information (if needed). All non-food products shall be labeled with cottage and county or address of origin.

Soft good production may utilize a sewing machine for creation, as long as the machine is not a commercial scale machine. Screen printed soft goods are not allowed to be listed in the catalog. All Cottage Maker creation/production processes are subject to inspection by The Board or Market Manager.

2.5 Artisan/Craftsman Rules

All Artisan/Craftsman shall provide proof of Texas Sales Tax and Usage certificate if the vendor is selling items that qualify for collection of sales tax under the Texas State Sales Tax requirements.

Artisan/Craftsman catalogs shall be comprised of entries adhering to the following:

- Original hand-crafted goods
- Less than 10% of listed catalog items may be manufactured outside of their shop and must be related to the approved hand-crafted items

Entries in the catalog shall include name, type/category, description, origin, expected availability, if item is taxable, potential variations, and a picture (optional).

Products shall be labeled with a descriptive title of the product, shop name, and county or address of origin.

Products shall not be composed of 3-D printed or Computer Numerical Controlled (CNC) machined or routed parts comprising more than 30% of the total product. Injection molded parts shall not exceed 15% of the product. Vendors are encourage to acquire raw materials/parts used from Texas or United States sources; however, assembly/crafting must occur within the vendor's shop.

Vendors may be required to submit crafting processes to The Board for review (a Non Disclosure Agreement (NDA) is an acceptable request if required). The Board may audit build processes and list of materials (with origins) as required.

2.6 Education/Not-for/Non-profit (EDU/NNP) Organization Rules

Educational/Not-for/Non-profit (EDU/NNP) Groups shall be family-, community-, or educationally-oriented; political, special interest, controversial, or groups that promote religion are not accepted into this category. The Group shall provide a mission statement, tax status or other financial documentation showing not-for-profit status, and objective statement for the booth at the market event during the application process. Groups shall provide a catalog of items to be sold or raffled. Raffle items shall not be solicited from vendors without prior approval from the Market Manager.

2.7 Food/Beverage Rules

All Food/Beverage vendors shall comply with Texas Health & Human Services regulations for food preparation, storage, transportation, and permits. A Temporary Food Establishment Permit shall be obtained from the City of Mansfield 30 days prior to the first market event, with a copy of the permit provided to the Market Manager by the first event.

A menu shall be provided to The Market in lieu of the catalog requirement at time of application. Changes to the menu shall be provided to the Market Manager at least two (2) weeks prior to the start of the revised menu for approval. Large menu changes may require Board approval prior to implementation. Alcoholic beverages are prohibited from being served without special authorization from the Board of Directors, appropriate permits/authorization from the City of Mansfield, and Texas Alcoholic Beverage Commission (TABC) licensing.

Food products shall be obtained from approved sources. Preparation and storage of food shall be in accordance with Texas Food Establishment Rules (TFER) requirements (www.dshs.texas.gov/foode establishments). Vendors shall display in a conspicuous area of their booth if any of the food items being sold contain or have been prepared in a kitchen with known major food allergens.

Equipment shall be easily cleaned and in sound condition. Equipment for hot and cold food holding shall maintain adequate time/temperature control for safety at required temperatures given an outdoor environment. Displays shall have effective control measure against insects (at least 16 mesh to the inch for any screening) and environmental contaminates. Food and food displays shall remain at least 18" off the ground unless in a sealed outer container that provides for adequate protection against environmental contaminates and is meant for the safe transport of food. Discharge of waste water at the market shall be prohibited.

2.8 Food Trucks/Trailers

All Food/Beverage vendors shall comply with Texas Health & Human Services regulations for food preparation, storage, transportation, and permits. A Temporary Food Establishment Permit shall be obtained from the City of Mansfield 30 days prior to the first market event, limiting sales location to The Market, or have a City of Mansfield issued Food Truck permit. Trucks and trailers shall have valid registration/inspection tags as required by the State of Texas while operating at the market. Permits shall be provided to the Market Manager by the first market event.

A menu shall be provided to The Market in lieu of the catalog requirement at time of application. Changes to the menu shall be provided to the Market Manager at least 2 weeks prior to the start of the revised menu for approval. Large menu changes may require Board approval prior to implementation. Alcoholic beverages are prohibited from being served without special authorization from the Board of Directors, appropriate permits/authorization from the City of Mansfield, and Texas Alcoholic Beverage Commission (TABC) licensing.

Food products shall be obtained from approved sources. Preparation and storage of food shall be in accordance with Texas Food Establishment Rules (TFER) requirements (www.dshs.texas.gov/foodestablishments). Vendors shall display in a conspicuous area of their booth if any of the food items being sold contain or have been prepared in a kitchen with known major food allergens.

Mobile food establishments shall be constructed of corrosion-resistant, durable materials. Mobile food establishments shall be easily cleanable, with non-absorbent floors, walls, and ceilings. Installed equipment shall be easily cleanable and maintained in sound condition. Discharge of waste water or other waste shall be prohibited at the market. Power requirements and generator usage shall adhere to The Market's approved power/generator allotment.

Equipment shall be easily cleaned and in sound condition. Equipment for hot and cold food holding shall maintain adequate time/temperature control for safety at required temperatures given an outdoor environment. Displays shall have effective control measure against insects (at least 16 mesh to the inch for any screening) and environmental contaminants. Food and food displays shall remain at least 18" off the ground unless in a sealed outer container that provides for adequate protection against environmental contaminants and is meant for the safe transport of food.

2.9 Musician/Artist Rules

Musicians or Artist shall submit a play-list/demo or portfolio as part of their application. Music or art played/displayed shall not contain any profane, offensive, or objectionable material (Market Manager and Board of Directors have final say if any questionable material or suspected violation occurs).

Musical groups shall only be allowed to setup and play live music in the market's designated area. Musicians shall be prohibited from utilizing their own speakers and must provide a capability to hook into The Market's system if sound amplification is required.

Musicians or Artists may accept tips for work accomplished at the market and shall have the option to offer their original works for sale for a "Table Fee" within the Music/Art section of the market. A Musician or Artist shall also have the ability to rent a standard size booth at a lower cost to sell their items; however, may not play any music louder than is aloud to other standard vendors. A limited amount of space shall be available for Music or Art booths depending on space requirements of standard vendors; a schedule may be established for Music and Art vendors wishing to attend multiple markets during the Market Season.

3 Programs

3.1 Homestead Cooperative

The Homestead Cooperative shall form a group of “Homesteaders” that are looking for outlets to sell extra produce or cottage goods to supplement their self-sufficiency. The Market shall provide a booth, tables, and chairs to the Homestead Cooperative. Members of the cooperative shall pay for “Table Space” to sell their items. Members may select a representative of the cooperative to run the booth or may attend and manage their own table space.

Homesteaders must apply to be entered in the program and shall be reviewed by the Board of Directors as a normal vendor would be. Homesteaders shall be required to submit a statement of why they qualify as a “Homesteader,” a list of products they intend to sell, estimated attendance times, and location of their homestead. Once approved, homesteaders can sign-up for the cooperative booth throughout the Market Season and are not restricted to a strict schedule of attendance. Homesteaders shall be required to answer roll call on the week of the market event they plan on attending.

Homesteads shall be restricted to selling extra produce and surplus cottage goods only; products requiring a Health Permit with the City of Mansfield or any products requiring temperature control for safety (TCS requirement) are prohibited at the Homestead Cooperative Booth. Homesteads shall not be allowed to “sell-for-profit” meaning products sold should only be supplemental to the homestead to pay for costs of growing/making their product. Homesteads wishing to “sell-for-profit” shall apply under the normal vendor application/type associated with their intended products. Homesteaders who sell items that require sales tax collection shall submit a transaction record or copy of receipts of the sale of those items to the Market Manager at the end of the day along with the associated taxes collected. The Market shall file these items with its quarterly sales tax and use report for the homesteader.

Product sampling of produce shall not be allowed at the Homestead Cooperative Booth and homesteaders will not be required to have completed a Food Handling Safety course; all produce shall be sold whole in a normally harvested state. Each homesteader shall provide a small sign containing their family name, county or address, product name, and price for each of their products. Homesteaders may utilize table cloths or some table decorations to cover their specific assigned table area only.

3.2 Online Marketplace & Market Quick Stop (OM/MQS)

Vendors shall have the option to participate in the Online Marketplace (“OM”) which will allow pre-sale of items Tuesday and Wednesday for pickup at the market the following Saturday morning. Vendors shall be responsible for providing an available inventory count to the Market Manager the prior Monday at noon (central time). All items listed at the Online Marketplace shall be listed in the vendor's catalog; however, the catalog may indicate that the item is special order or available online only and not sold normally at the market events. The Online Marketplace shall be built from the catalogs submitted by vendors; therefore, vendors are encouraged to develop their catalogs with a sufficient description and picture of the items they choose to sell online. Vendors shall have a physical booth at the market events at least 50% of the time to utilize the OM/MQS service; if vendors wish to utilize this service during an “off-week”, a “Table Space” fee shall be charged to cover the cost of that day's services.

Patrons shall complete orders before 0500 (central time) Thursday morning and then the orders will be forwarded to the vendor by 1700 (central time) the Thursday prior to pickup on Saturday. Vendors shall have the items bagged or boxed with The Market OM/MQS Ticket filled out (provided by the Market) and tag on the bag and clearly visible to the Market Manager. If a singular item has a volume roughly or greater than four cubic inches (4”x4”x4”), it may be tagged without an additional box or bag provided it is easily handled. Items without a TCS requirement shall be placed at the Welcome Booth by the vendor by 0800 the morning of the market. If a vendor has pre-sold items with a TCS requirement, the “Sale List” of items sold (form provided by The Market) shall be provided to the Market Manager by 0800 the morning of the market. The receipt portion from the OM/MQS Ticket shall be kept or given to the Market Manager as proof of pickup of the item and to receive payment for that item.

Patrons shall pickup their items during normal market hours (0800-1200 central time); patrons who fail to pickup their items may not receive the items and may not be refunded for the cost of the item(s) if prior arrangements are not made with the vendor who sold the item. Patrons shall be able to park in one of the reserved “Market Quick Stop” (“MQS”) parking spots, and their orders be brought to their vehicle; alternatively, patrons may park in the public parking and area pick up their order at the Welcome Booth. Patrons shall have a photo ID and Order # available for the Market Manager to pickup their items. The Market Manager shall oversee the distribution of orders the day of the market event.

Patrons will have paid for their orders online; for payment, vendors may apply for direct deposit to a checking account and shall receive their funds from OM/MQS sales no later than the Tuesday following the Saturday pickup. Vendors opting not to enroll in direct deposit shall be paid for the items sold at the OM/MQS via check from The Market on the following market event at the Welcome Booth after pickup is complete. Checks not collected that Saturday shall be mailed to the vendor.

4 Schedule of Fees, Legal & Liability Clauses

4.1 Schedule of Fees

Application

Standard	\$15
----------	------

Special	\$10
---------	------

Standard Vendor Space (Farm, Cottage, Artisan/Craftsman, Food/Beverage, Not-for-Profit)

Table Space	\$10
-------------	------

10'x10' Booth	\$25
---------------	------

10'x20' Booth	\$35
---------------	------

Special Vendor Space (Art, Music, Educational, Non-profit)

Table Space	\$10
-------------	------

10'x10' Booth	\$15
---------------	------

10'x20' Booth	\$25
---------------	------

Programs

Homestead Table Space	\$5
-----------------------	-----

Market Violations

Warning	\$0
---------	-----

1 st Violation	\$20
---------------------------	------

2 nd Violation	\$50
---------------------------	------

Cleaning Fee	\$30
--------------	------

4.2 Permit Requirements & Fees

The following Permit Requirements and Fees will be accessed by the appropriate entity for the Market Season; this listing should be used for reference only, prices are subject to change per the issuing authority's schedule. Vendors are encouraged to verify permit requirements with the issuing authorities. Permits acquired from the City of Mansfield require 30 days of allowable processing prior to the market event in which they take affect.

<u>Vendor Type</u>	<u>Product/Activity</u>	<u>Permit Required</u>	<u>Issuing Entity</u>	<u>Fee</u>
Farm	Farm Vendor	Market Certificate	The Market	\$0.00
	Produce – Whole/Unprocessed	None		
	Prepared or cut produce – salad mixes, cut vegetable mixes, frozen vegetables	Temporary Food Establishment	City of Mansfield	\$100.00
		Food Handlers	State of Texas	\$20.00
	Eggs (chicken, duck, quail, turkey)	Temporary Food Establishment	City of Mansfield	\$35.00
		Food Handlers	State of Texas	\$20.00
	Raw Honey (non-processed)	None		
	Processed Honey (any manufacturing process applied)	Manufactured Food Operators	Texas Health & Human Services	Variable
		Food Handlers	State of Texas	\$20.00
	Meat – Poultry & Rabbit (<10k/year) – for sale on site	Temporary Food Establishment	City of Mansfield	\$100.00
		Food Handlers	State of Texas	\$20.00
	Meat – Beef, Pork, Exotic – on site <i>*required if carcass not processed at a previously licensed and inspected facility</i>	Certificate of Inspection*	Texas Health & Human Services	Variable
		Temporary Food Establishment	City of Mansfield	\$100.00
		Food Handlers	State of Texas	\$20.00
	Prepackaged/processed resale food items	Proof of approved source	The Market	\$0.00

<u>Vendor Type</u>	<u>Product/Activity</u>	<u>Permit Required</u>	<u>Issuing Entity</u>	<u>Fee</u>
	Sampling of Product	Food Handlers	State of Texas	\$20.00
Cottage Food	Cottage Food Vendor	Market Certificate	The Market	\$0.00
	Baking/Prepared Foods – non TCS Requirement	Food Handlers	State of Texas	\$20.00
	Preserves, pickles, teas, coffees, etc.	Food Handlers	State of Texas	\$20.00
Food or Beverage	Food/Beverage Vendor	Market Certificate	The Market	\$0.00
	On-site Food/Beverage Sales	Temporary Food Establishment	City of Mansfield	\$100.00
	Baker/Prepared Foods – with TCS Requirement	Temporary Food Establishment	City of Mansfield	\$100.00
Food/ Beverage Truck or Trailer	Food/Beverage Vendor	Market Certificate	The Market	\$0.00
	Temporary Food Establishment**	Temporary Food Establishment	City of Mansfield	\$100.00
	Food Truck Permit**	Mobile Food Establishment	City of Mansfield	\$300.00
	<i>**Must have either a Temp Food Est or Food Truck Permit</i>			
Artisan/ Craftsman	Artisan/Craftsman Vendor	Market Certificate	The Market	\$0.00
Educational/ Not-for/ Non-profit	EDU/NNP Vendor	Market Certificate	The Market	\$0.00
Musician	Musician Vendor	Market Certificate	The Market	\$0.00
Artist	Artistic Vendor	Market Certificate	The Market	\$0.00

4.3 Market Legal & Liability Clauses

The Mansfield Farm & Cottage Market is a legal entity of BA Angus & Agriculture LLC which will maintain legal, organizational, and operational oversight over The Market. A Board of Directors shall be assigned, as prescribed by this document, to govern The Market as a semi-autonomous organization to the benefit of its vendors, patrons, and the City of Mansfield Texas.

The Market shall not be liable for a vendor's setup, any damage or injury caused by or as a result of a vendors setup or operation, negligence to comply with safety standards, or failure to comply with The Market rules. It shall be the responsibility of the vendor to maintain associated insurance and liability. The Market strongly urges the acquisition of appropriate insurance by each vendor.

All vendors are expected to comply with State and Local regulations; it is not the responsibility of The Market to insure compliance. The Market may offer assistance in determining compliance or achieving compliance; however, this assistance shall not be assumed to be legally binding advice, service, or actions.

The Market Board of Directors shall review all vendor and sponsor applications and products. Approval for a vendor's attendance or product resides with the decision of the Board of Directors. Some products or vendors may not be allowed based on minimization of competition between vendors, local vs out-of-town vendors, or products that do not comply with the rules contained within this document. The Board has final say over vendor attendance and product offerings.

The Market reserves the right to restrict or terminate any vendor's activity or remove any product which, at its sole discretion, is considered objectionable or inappropriate or is detrimental to the quality of the market as a whole. In the event of any restrictions or evictions, The Market and its affiliates shall not be held liable for any refund of rental, permit fees, or other expenses incurred by the vendor.

The Market reserves the right to remove, without refund or recourse, any vendor who misrepresents themselves or their product. In addition, the Board of Directors reserves the right not to select vendors who may not be suitable for The Market.

The Board of Directors reserves the right to amend or add to the applicable rules pertaining to and governing The Market at any time before and during the current season. All participating vendors shall be notified of changes following their approval. This governing document and the rules contained within it are the final authority for The Market as determined by the Board of Directors.

The Market in no way guarantees the success of any vendor or product offered by a vendor. All investment, production, sales, labor, and other costs associated with the offering of a product by a vendor are at the sole risk and responsibility of that vendor.

5 Applicable Forms

5.1 Vendors

The following forms or description of forms are applicable to all Vendors.



5.1.1 Application


The following “Square” Online Application Form shall be filled out annually by all vendors:

Vendor Type	<<Drop Down Selection>>	Required
Select one Farm Homestead Cottage Food Cottage Goods Artisan/Craftsman Not-For Profit Nonprofit/Educational Artist Musician		
Company Name	<<Text Entry>>	Required
Vendor Description	<<Text Entry>>	Required
Product Price Range	<<Text Entry>>	Required
Vendor Attendance	<<Drop Down Selection>>	Required
Select one Weekly 1st & 3rd Saturday 2nd & 4th Saturday Monthly		
Vendor History	<<Check box Selection>>	Required
New Vendor Previous Vendor (2022) Previous Vendor (2004 – 2021)		
Requested Booth	<<Drop Down Selection>>	Required
Select one 10'x10' 10'x20' Food Truck/Trailer (10'x30') Farm Drive-In (10'x25')		
Electrical Requirements	<<Drop Down Selection>>	Required
Select one No Electric Electric TCS Electric non-TCS		
Parking Requirements	<<Drop Down Selection>>	Required
Select one Standard Trailer Food Truck Food Trailer Special		
Parking Information (if not standard; describe special needs, size of trailer, etc.)	<<Text Entry>>	Optional
Tax ID	<<Text Entry>>	Optional
Permits or Certificates Required	<<Check box Selection>>	Required
None Food Handlers City Health - Temp Food Est City Health - Food Truck State - Sales Tax & Use State - Agricultural Exemption		
Additional Comments/Requests	<<Text Box>>	Optional

5.1.2 Catalog of Products

A catalog of products shall be submitted for consideration of items to be sold. This catalog will also be used for the online market place and other marketing opportunities as pertains to the Market needs. Submission of the catalog and the information, pictures, logos provides Mansfield Farm & Cottage Market limited rights to use, distribute, copy, or reproduce the information for use of the Market and its business or promotional requirements.

 <p style="text-align: center;">Vendor Catalog 2023 Market Season</p> <p style="text-align: center;"><<VENDOR NAME>> <<VENDOR ID>></p> <p><i>Vendors shall submit/maintain an application and product catalog for their business annually in accordance with The Market Season. These two (2) items will be reviewed at a quarterly board meeting, and acceptance shall provide admittance to be a Market Vendor. Vendor applicants shall fully disclose ALL items they wish to sell with the appropriate information listed in the catalog structure. The majority of products (80%+) listed in the catalog shall fall within the appropriate vendor type listed on the application. Additional products not in the vendor types may be listed in the catalog; however, those items may be disallowed depending on number of similar items at The Market and how the items fit within the Market's objectives and vendor profiles.</i></p> <p><i>Vendors shall have the option to participate in the Online Marketplace ("OM") which will allow pre-sale of items Tuesday and Wednesday for pickup at the market the following Saturday morning. Vendors shall be responsible for providing an available inventory count to the Market Manager the prior Monday at noon (central time). All items listed at the Online Marketplace shall be listed in the vendor's catalog; however, the catalog may indicate that the item is special order or available online only and not sold normally at the market event. The Online Marketplace shall be built from the catalogs submitted by vendors; therefore, vendors are encouraged to develop their catalogs with a sufficient description and picture of the items they choose to sell online. Vendors shall have a physical booth at the market event at least 50% of the time to utilize the OMMQS service; if vendors wish to utilize this service during an "off-week", a "Table Space" fee shall be charged to cover the cost of that day's services.</i></p> <p><i>A catalog of products shall be submitted for consideration of items to be sold. This catalog will also be used for the online market place and other marketing opportunities as pertains to the Market needs. Submission of the catalog and the information, pictures, logos provides Mansfield Farm & Cottage Market limited rights to use, distribute, copy, or reproduce the information for use of the Market and its business or promotional requirements. The following information and formats shall be used and submitted in .pdf format. Please delete anything in italic text and replace <<text>> with the requested information; bold face type should remain.</i></p> <p style="text-align: center;"><<<DELETE THIS PAGE PRIOR TO CATALOG SUBMISSION>>></p> <p style="font-size: small;">Revision A Completed 02/01/23 1 of 3</p>	 <p style="text-align: center;">Vendor Catalog 2023 Market Season</p> <p style="text-align: center;"><<VENDOR NAME>> <<VENDOR ID>></p> <p><i>All Vendors: Page 1</i></p> <p>Vendor Name: <<market name>> Logo: <<300 x 300 pixels>></p> <p>Slogan: <<catch phrase less than 100 characters>></p> <p>Brief Description: <<description of your business; less than 120 words>></p> <p>Vendor Type: <<your Market Vendor Type>> Vendor ID: <<your Market 3 or 4 letter ID (may be assigned by The Market)>></p> <p>Owners: <<business owners>></p> <p>Legal Name: <<legal name of business (paper checks, documents, etc. will be written to)>> Address: <<address to receive business related mail>> Email st: <<business email>> Phone: << business phone>></p> <p>Emergency Contact Info: <<name>> <<position/relation to business/vendor>> <<phone number>></p> <p>Website: <<business website>></p> <p>Social Media: <<any business social media listings>></p> <p style="font-size: small;">Revision A Completed 02/01/23 2 of 3</p>
--	--



**Vendor Catalog
2023 Market Season**

<<VENDOR NAME>>
<<VENDOR ID>>

For Producers (Farms, Cottages, Artisans/Craftsman): Page 2 and subsequent
Product Listing with the following information (multiple items may be on a page):

Name of Product: <<product name; less than 75 characters>>
Price: << price of product and unit (per item, per lb, etc)>>
Taxable: <<indication yes or no if the item is subject to Texas State Sales Tax>>
Online Marketplace: <<NO/YES/ONLINE-ONLY>>

Description: <<description of product; less than 120 words>>
Picture: <<optional, but recommended; 400 x 400 pixels>>

For Food/Beverage/Food Trucks-Trailers: Page 2 and subsequent
Menu Listing with the following information (multiple items may be on a page):

Menu Item: <<product name; less than 75 characters>>
Price: << price of product and unit (per item, per lb, etc)>>
Taxable: <<indication yes or no if the item is subject to sales tax>>
Online Marketplace: <<NO/YES/ONLINE-ONLY>>

Description: <<description of product; less than 120 words>>
Ingredients: <<list all major ingredients, all food allergens must have a "*" next to them>>
Picture: <<optional, but recommended; 400 x 400 pixels>>

For Educational, Non-Profit-for-Profit, Musicians, Artists: Page 2 and subsequent
A more open format describing what your organization does, information being distributed, items being sold or raffled, programs being supported etc; items being sold should follow the Producer Format above as much as possible, generic entries are acceptable.

Revision A Completed 02/01/23 3 of 3

5.1.3 Parking Permit

A Parking Permit shall be issued for non-standard parking needs, all vendors are requested to have no more than two (2) vehicles at market events:

Vendor Name: <<your Market business name>>

Vendor Type: <<your Market business type>>

Vendor ID: <<your Market 3 or 4 letter ID>>

Permit Type: <<type selected from application>>

Vehicle Plate/Description: <<type of vehicle you will be using>>

Market Access Permit: <<times allowed to have vehicle in market area>>

Notes/Special Needs: <<any additional information required for Market Manager>>

5.1.4 Weekly Reporting

The following informational form will be distributed for Vendor data collection; Vendors may choose what information to provide:

Market Date: <<MM/DD/YY>>

Vendor Type: <<your Market business type>>

Vendor ID: <<your Market 3 or 4 letter ID>>

Gross Sales: <<total amount made for that market>>

Sales Tax Collected: <<total sales tax amount collected for that market>>

Estimated Number of Customers: <<total number of customers stopped by your booth>>

Expected Sales/Sales History: <<what were your expected sales for that market or how did sales for that market compare to last year>>

Comments/Questions/Help Needed: <<are there any comments, questions, suggestions, or help needed from the Market>>

5.1.5 Market Violations

If a violation of the Rules is observed, the Market Manager may issue the following violation form and subsequent invoice via email & hard copy to be paid to the Market.

Market Date: <<MM/DD/YY>>

Vendor Name: <<name of vendor in violation>>

Vendor ID: <<your Market 3 or 4 letter ID>>

Violation Description: <<description of violation>>

Violation Category & Cost:

Warning	\$0
1 st Violation	\$20
2 nd Violation	\$30
3 rd Violation	\$50
Cleaning Fee	\$30

6 The Market Information & Logistics

6.1 Contact Information

Mailing

PO Box 2092

Mansfield, TX 76063

Shipping

9908 County Road 604

Alvarado, TX 76009

Email:

TheMarket@MTxFCM.com

Phone:

817-648-8038

6.2 Website Information

Hosted on SquareUp.com with DNS registration at GoDaddy.com

www.MTxFCM.com

www.MansfieldFarmandCottageMarket.com

www.MansfieldFarmandCottage.com

www.MansfieldTxFarmandCottageMarket.com

www.MansfieldTxFarmandCottage.com

6.3 Social Media Links

Facebook: <https://www.facebook.com/MansfieldFarmandCottageMarket>

6.4 Market Owned Logos & Icons

6.4.1 Market Logos

As a vendor, The Market Logo may be posted on your website, social media page, or used on your promotional materials. The Market reserves the right to remove the usage privilege to any vendor who The Market deems improperly represents The Market or improperly utilizes the logo.



6.5 Definitions & Acronyms

- **BAA** → BA Angus & Agriculture LLC; legal owner of the Mansfield Farm & Cottage Market operating under the assumed name
- **CNC** → Computer Numerical Controlled; referring to a computer driven machine or router
- **EDU/NNP** → Educational/Not-for/Non-Profit vendor type
- **Market Season** → the annual period from March through November that contains the active operations of the Mansfield Farm & Cottage Market
- **MQS** → Market Quick Stop
- **MTxFCM** or **MFCM** → Mansfield Farm & Cottage Market
- **NDA** → Non Disclosure Agreement; agreement used between two parties for one party to provide proprietary information to the other and prohibits the receiving party from using, distributing, or divulging the defined information.
- **OM** → Online Marketplace
- **OM/MQS** → Online Marketplace & Market Quick Stop
- **TABC** → Texas Alcoholic Beverage Commission
- **TCS** → Temperature Controlled for Safety
- **TFER** → Texas Food Establishment Rules as defined by the State of Texas Health & Human Services Department; Texas State Statutes, Health & Safety Code, Chapter 437
- **The Board** → The Mansfield Farm & Cottage Market Board of Directors
- **The City** → The City of Mansfield Texas
- **The Market** → Mansfield Farm & Cottage Market
- **USDA** → United States Department of Agriculture