



MCKINNEY FARMERS MARKET AT CHESTNUT SQUARE RULES OF OPERATION FOR THE 2022/2023 SEASON

THE HISTORIC MCKINNEY FARMERS MARKET AND MCKINNEY FARMERS MARKET ARE PROGRAMS OF THE HERITAGE GUILD OF COLLIN COUNTY/ HERITAGE VILLAGE AT CHESTNUT SQUARE, DBA CHESTNUT SQUARE.

1. Vendor Application:

- 1.1. All persons wanting to sell at the McKinney Farmers Market at Chestnut Square must agree to the terms of these rules and show their agreement by signing the application and submitting other required forms, if applicable.
- 1.2. Vendors must submit the application and other required forms in order to be able to participate in the market.
- 1.3. Submission of application or previous participation does not guarantee acceptance into the regular market season.
- 1.4. Vendor acceptance is the responsibility of the market manager and when applicable, subject to review by the Vendor Committee. Vendors may be admitted on a 90-day trial period.

2. Application Fees:

2.1. Returning Vendors

2.1.1. **Food Vendors** - \$20 application fee shall be submitted with each vendor application.

2.1.2. **Craft Vendors** - \$20 application fee shall be submitted with each vendor application. Applications will require a photo of the Craft Vendor booth and product being sold.

2.2. New Vendors

2.2.1. **Food Vendors** - \$35 application fee shall be submitted with each vendor application.

2.2.2. **Craft Vendors** - \$35 application fee shall be submitted with each vendor application. Applications will require a photo of the Craft Vendor booth and product being sold.

2.3. **Application fees are not refunded under any circumstances.**

3. **Eligibility and Admission of Vendors and Products:**

3.1. All persons or their designated representatives who grow or produce food, agricultural or other products, which have met the guidelines established in the McKinney Farmers Market at Chestnut Square Rules of Operation, are eligible to sell at the market.

3.2. It is the intention of the Historic McKinney Farmers Market to promote locally produced goods. All vendor applications will be reviewed and sorted into one of the following categories:

3.2.1. **Farmers/Ranchers:** Vendors who grow food products, including fruits, vegetables, meats, mushrooms, nuts, seed or grains, eggs, herbs, and horticultural goods.

3.2.2. **Food Specialties:** Vendors who produce food products, including baked goods, mixes, prepared entrees, candies, jams/jellies, spices, condiments, cheese, beverages, honey, and pastas. (Includes ready to eat products).

3.2.3. **Crafts:** Vendors who handcraft items not for consumption. Products include soaps, lotions, candles, clothing, pet food/supplies, kitchen ware, pottery, artwork, jewelry, leather, and decorative items.

3.3. It is our goal to accept vendors into the market to maintain the following ratio:

3.3.1. Farm/Ranch – 45%

3.3.2. Food Specialty – 35%

3.3.3. Crafts – 20%

3.4. The Market Manager will also strive to limit the similar types of all items, to maximize variety for the consumer and regulate competition within the McKinney Market. Vendor acceptance is the responsibility of the market manager and when applicable, subject to review by the Vendor Committee.

3.5. 100% of all products sold (vendor grown or resale) at the McKinney Farmers Market must be grown, produced and/or processed in Texas.

- 3.6. At least 60% of Farm raised products sold must be **homegrown** within a 150-mile radius of McKinney. Vendor booths are required to provide signage as to the name of their farm and location.
- 3.7. Exceptions outside of the 150-mile radius may be made based on overall product availability and are at the discretion of the Market Manager. Vendors should also know their sources and growing conditions, such as greenhouse or organic certifications.
- 3.8. Up to 40% of Farm raised products may be acquired (purchased, traded or co-op) from other local farms, as long as the participating farm name and location is disclosed with signage at the booth. Additionally:
 - 3.8.1. **Commercial wholesale produce will not be allowed under any circumstances. Wholesalers or Distributors will not be accepted as a vendor.** Direct sales representatives of Food Specialties will be considered on an individual basis.
 - 3.8.2. Vendors who violate the product standard rules are subject to disciplinary action as outlined in the Professional Standards section below.
- 3.9. All vendors shall be subject to inspection of their farm or place of production.
4. Vendors shall, if applicable, provide a Sales Tax Certificate to the market representative. It is the vendor's responsibility to comply with the State Comptroller's requirements.
5. All Farmer/Food vendors shall provide proof of \$1 million of liability insurance with Chestnut Square named as additional insured.
6. All vendors shall sign acknowledgement and indemnity statement on application.
7. Vendors of food items produced in their home must follow rules outlined in the Texas Cottage Food Legislation effective 9/1/2013 (HB970). Food must be labeled according to the provisions of the law.
8. All prepared food vendors must submit a copy of their food handler's card to the Market Manager prior to selling at the market.

9. City of McKinney Health Department

- 9.1. All vendors shall comply with the City of McKinney Environmental Health Department Regulations. For more information, please contact the Environmental Health Department at 221 North Tennessee Street, McKinney, Texas 75069; phone (972) 547-7448 and fax (972) 547-2606; email foodinfo@mckinneytexas.org.

- 9.2. Vendors of temperature controlled, or potentially hazardous food product must be approved and permitted by the city of McKinney Environmental Health Department. For more information, please contact the Environmental Health Department at 221 North Tennessee Street, McKinney, Texas 75069; phone (972) 547-7448 and fax (972) 547-2606; email foodinfo@mckinneytexas.org.
- 9.3. Market management cannot and will not interpret City of McKinney Health code. Vendor certification status is between the vendor and the city.
- 9.4. Any fees or fines imposed by the City of McKinney on a vendor are the sole responsibility of the vendor.
- 9.5. All permits must always be available upon request at the vendors booth.
- 9.6. All sampling must follow the City of McKinney Health Department regulations. **No sampling is to be done outside your rental area.**

10. Booth Fees:

10.1. Invoices will be issued on or about the 15th of each month for the following month and will be due the last Saturday. (EX: April fees will be billed March 15, and due by the last Saturday in March). Fees may be paid online, by mail or in person the last Saturday of the month for the next month. Fees are due for all weeks indicated on the application that you expect to attend.

*****All Vendors must pay for their booth space in advance. If you are not paid by the last Saturday of the Following Month, then you will be issued a \$25 late payment fee. Multiple late payments will result in further action - such as forfeiting your spot at the market. *****

Booth Type	Booth Fee per Market
Regular (no electricity)	\$25.00
Premium / Electric	\$30.00
Social Media Mgmt. Fee	Per Booth per Month
Regardless of booth type or number of markets signed up for in the month.	\$10.00

Vendors making a single payment for a minimum of 24 weeks will receive a 10% discount. (Example: 24 weeks x \$25 regular space = \$600 x 10% = \$540 or \$22.50 per market)

Payment of \$5 per week for sporadic electric use (i.e. fans, refrigerators, etc) will be on the honor system unless it is abused. Payment for electric use may be made to Market manager on a weekly or monthly basis by cash or check.

11. Booth Assignment:

11.1. Booths are assigned on a first come first-serve basis in order of application submissions. Returning vendors are given priority in booth assignments. Vendors who pay for the year ahead will have a permanent location for the season. The market manager reserves the right to move vendors who pay monthly. When the market moves into the winter season and new spaces become available any vendor may ask for a new booth at that time. A vendor may forfeit his/her reserved space if he/she misses three un-exempt market days, not including dates indicated on the application.

11.2. Designation and allocation of selling spaces are the responsibility and at the discretion of the Market Manager. Spaces shall be sold as the applications are received and approved, until the market is at capacity. No vendor is allowed to sublet their space. No trading of spaces unless approved by market manager. Sharing of booths by approved vendors may be permitted by the manager on a case-by-case basis. No booth sharing unless prior approval is given.

12. Market Operations

12.1. The McKinney Farmers Market at Chestnut Square operates each Saturday from April through December. Additional monthly winter markets will be scheduled for January, February, and March by October of the previous year. The hours of operation are from 8:00 AM until 12:00 PM April through December and 9:00 AM until 12:00 PM January through March. Vendors may begin arriving up to 2 hours before the market opens to set up and be ready to greet their customers. No Vendor set-up is allowed after 7:45 AM. Vendors are required to remain open, with product to sell, until the end of the market. **LATE SET-UP OR EARLY TEAR-DOWN IS PROHIBITED. EVEN IF YOU SELL OUT OF PRODUCT.**

12.2. A standard vendor space is 12 feet X 12 feet.

12.3. Vendors must supply their own tents, tables, chairs, space signage, refrigeration, storage, and all materials and containers for customer sales.

12.3.1. Vendors are encouraged to display their products in a clear, visible, and attractive manner. Tents, good quality signage, and tablecloths

are encouraged. No vendor may obstruct access to any other vendor.

- 12.4. All displays are subject to the discretion of the market manager (representative) or HGCC (Chestnut Square) employees.
- 12.5. Electricity (at a cost) will be provided by Chestnut Square to any vendor who requires electricity to operate their business.
- 12.6. Vendors determine the pricing and display of their products. No vendor shall attempt to sell products other than those listed on their application and approved by the Market representative.
- 12.7. Vendors shall be solely responsible for keeping their space and all areas in and about their vendor space(s) clean and free of any conditions that might potentially result in or cause injury to the vendors and any other persons or parties.
- 12.8. Vendors must clean up their spaces at the end of each market and have vacated their space no later than 1 hour after the market ends. *Vendors shall not use public trash receptacles for disposal of produce boxes or unsold produce.* There is a \$50 fee per space for violation of this policy. That fee must be paid before the vendor can sell at the market again.
- 12.9. Vendors shall be solely responsible for damages resulting from the sale of unsafe or unsound goods at the market.
- 12.10. No smoking or e-vape is allowed at the market.
- 12.11. *Vendors will not be allowed to bring any pets to the market. Service animals must be properly restrained and behaved.*
- 12.12. No live animals may be sold or given away at the market.
- 12.13. No firearms, alcoholic beverages (excluding wine when sold by an approved winery with appropriate TABC permitting) or drugs will be allowed at the market.
- 12.14. Violations of the rules and complaints that arise shall be resolved by the Farmers Market at Chestnut Square Committee. A decision of the Farmers Market at Chestnut Square Committee may be appealed to the Chestnut Square Board of Directors. Vendors agree to abide by the final decision of the Chestnut Square Board of Directors.
- 12.15. Violation of any provision of the Market Rules of Operation shall be a material breach and default by the vendor. Vendor may be required to vacate the market immediately. Failure to vacate may subject the vendor

to civil and criminal remedies, including but not limited to remedies of civil and criminal trespass. There will be no refund for spaces for this day.

12.16. The market representative shall reserve the right to cancel any vendor's participation at any time if and when the vendor shall be found to be in violation of any market rule or eligibility requirements.

12.17. Any vendor who employees staff are required to review these rules and regulations with their staff. Staff at a booth are held to the same standard as any other vendor.

12.18. The market shall reserve the right to revise the Market Rules of Operation at any time and shall post notice of such revision to vendors.

13. Parking:

13.1. Once you have unloaded your vehicle, please move it to a vendor designated parking area. Then return and set up your booth. *Remember that the closest parking is reserved for our customers.*

14. Market closure/bad weather:

14.1. The McKinney Farmers Market is a rain or shine event. Closure/absence policy is as follows:

14.1.1. The market may be cancelled in the event of forecasted ice, sleet, lightening or high wind ("dangerous weather conditions"). You will be notified of cancellation by 5 pm on Thursday for Saturday markets. If the market is cancelled, your booth fees will be credited to a future date.

14.1.2. In the case of a mid-market closure due to extreme weather, credit will be given to those vendors who are in attendance. We will be implementing a vendor communications mechanism for this and other emergency matters, including a missing child, loiterers, accidents, or other urgent situations.

14.2. Each vendor should make the decision that is right for their business. If you choose NOT to attend a market, and you give notification by Thursday, 5pm, we will credit your booth fee to a future date. If you do not notify us by Thursday at 5pm, and you do not attend, no credit or refund will be given. If you cancel, and later decide you want to attend, you'll be assessed the \$30 "day of" booth fee.

14.3. Vendors are expected to attend as they committed on their annual applications. It is detrimental to the market, to customers and to fellow vendors when vendor spots are left vacant. Our market, our customers and your fellow vendors count on all of us being there. Excessive absences

with or without notification may result in loss of your assigned booth space and, in extreme cases, market management will assess necessary action.

15. Professional Standards

- 15.1. All Vendors must behave in a professional manner at all times. Vendors may be suspended or revoked due to disorderly or disrespectful conduct, disruptive behavior, unsanitary practices, offensive language or attire.
- 15.2. Attire and grooming must be neat, clean, and appropriate for the work being performed.

16. Suspension/Revocation Procedures

- 16.1. First violation = verbal or written.
- 16.2. Second violation = written warning and possible suspension from the market.
- 16.3. Third violation = suspension from the market for the remainder of the season.
- 16.4. At any time, any vendor may be asked to cease participation in the market, pursuant to market Rules of Operation #15.
- 16.5. Suspension/Revocation procedures may be invoked for any violation of the Rules of the McKinney Farmers Market, including but not limited to **product eligibility, food safety, signage, unprofessional behavior, attendance, set-up, parking, etc.** in the event of suspension or revocation, no fees will be refunded.

We know that your success as a vendor fuels our success as a market. And the other way around! It is our shared goal to keep the McKinney Farmers Market the best market in north Texas.

The McKinney Farmers Market, as a program of the Heritage Village at Chestnut Square, is promoted through advertising in Edible Dallas, Dallas Drive Guide, McKinney Community Impact, Fairview Town News, neighborhood publications such as Stonebridge Ranch and Eldorado & Creekside Living, McKinney Courier Gazette, information pieces distributed state-wide, posters, billboards and signage throughout McKinney, and social media platforms.