

Village Co-Op Vendor Application for the Farmers Market

Dear Applicant:

Thank you for your interest in the Village Co-Op Farmers Market (VCFM). The VCFM provides a venue for small to medium farmers and vendors to bring high-quality locally grown food and products to our community. Our Sunday morning market provides a vibrant, inviting and spirited common ground for purchasing essential food items and goods while creating an atmosphere of a social gathering. Vendors and community residents will be afforded an opportunity to create and cultivate a healthy sustaining relationship among each other. In addition, a community will have a need met that has gone unfulfilled for a long period of time - access to fresh, responsibly grown foods and quality products.

The market operates rain or shine on Sundays from 10:00 am to 4:00 pm, from April through October. The Market will be on the 1st and 3rd Sundays. It is our goal to reach out to small to medium farmers within the region who utilize healthy and sustainable growing and production practices though conventional practices are offered.

******DISCLAIMER: THE 2019 VCFM WILL OPERATE FROM 9/22/19-11/24/19*******

Please complete the Vendor Application online at www.friendshipwest.org. In addition, please review our Rules & Regulations which is available on-line at www.friendshipwest.org. Should you not have internet access, call and we will mail you a copy or you can pick up a copy at 2020 W. Wheatland Rd.

We appreciate you taking time to complete the application process. Please call, (972) 228-5200, or email us, villagecoop@mizpah.org if you have any questions. We look forward to a prosperous Farmers Market season with your participation!

Happy Harvest Season,

Market Manager

Village Co-op Farmers Market

The Village Co-Op Farmers Market Application Checklist

This application is designed to gather more information on who you are and your method of growing and producing products for the market. This application also will give you an insight on areas that are key to our philosophy here at the VCFM and community residents. Feel free to attach any documentation you may have that provides the necessary explanations for specific areas listed in the application. We are excited that you have taken the time to complete the application process and we look forward to you being a part of the VCFM. It is our hope to create and sustain a lasting partnership that leads to a successful Farmers Market.

- Application with Signed Market Agreement
- Commercial/Product Liability Insurance Certificate
- Growing Practices Certifications (if applicable -i.e. Organic, Biodynamic)
- Food Processing Certifications (if applicable)
- Health Department Licenses/Permits/Certifications (if applicable)
- Village Co-Op Farmers Market Indemnity Agreement (signed)

**The Village Co-Op Farmers Market
Vendor Application**

I. CONTACT INFORMATION

Vendor's Name: _____

Business/Farm Name: _____

Address: _____

County: _____

Business Telephone: _____ Home Telephone: _____

Mobile: _____ Fax Number: _____

Email Address: _____ Website: _____

Vehicle Type (i.e. van, pickup): _____ Length: _____ # of Wheels: _____

Please submit a drawing of a map and describe the location of the farm (s): Give directions and all information so that someone unfamiliar with your location may find your place.

List employees who will sell including family members:

1. _____
2. _____
3. _____

Other markets and direct marketing sales in which you participate:

Attach directions to your farm, studio or work place related to this application.

II. VENDOR TYPE

Farmers & Growers:

Check each category in which you plan to bring product to market:

Fruits: _ Vegetables: _ Herbs: _ Flowers: _ Meat: _ Poultry: _ Seafood: _ Eggs: _ Dairy: _ Honey: _
Mushrooms: _ Plants: _ Cut Flowers: _

Other (please specify):

Processors:

Check the type of product that you plan to bring to the market:

Breads & Baked Goods: __ Cheese: __ Honey: __ Jam & Jellies: _ Ciders: __ Juice: __ Maple Syrup: _ Granola: __ Other (please specify):

Location(s) where product(s) are made:

List the farmers and/or growers who provide ingredients for the product(s) you are making.

Attach a copy of licenses/permits, certifications or other contractual agreements pertinent to the products or the production facility.

Artisans:

Provide a description of what you propose to sell at the Market, a description of your work environment or studio, and/or an explanation or photos of your work.

Provide a sample of your work for the review panel. All new artisans must be juried in and approved to participate in the Market.

Musicians/Bankers

Provide a description about your music; type, genre, experience, & how many in your group/performers. Provide a CD or web link demonstrating the music you wish to play at the Market and include one photo of a past performance.

Businesses and Retailers:

Provide a description of what you propose to sell at the Market, a business mission statement or how your business aligns with the Market, and/or an explanation or photos of your work.

Non-Profits and Community Organizations:

Provide a description of what your goals are while at the Market, an organization mission statement, and a statement of how your organization aligns with the Market. If you intend on selling items, provide a description of them.

III. GROWING & PRODUCTION PRACTICES

Farmers & Growers:

Are you Certified Organic? Yes No

If yes: Total Acres: Certified Acres:

Are you Certified Biodynamic? Yes No

If yes: Total Acres: Certified Acres:

Are you Certified Naturally Grown? Yes No

If yes: Total Acres: Certified Acres:

Do you use Integrated Pest Management Practices (IPM)? Yes No

Please explain your growing practices and agricultural or other products used to enhance a) pest management, b) weed control, and c) soil amendments. Please attach copies of any applicable certifications (see above) to your application.

Do you grow and/or raise all products or ingredients that you plan to sell at the KFM?

If no, explain:

Producers (i.e. meat, fish, poultry, eggs, dairy):

Are your animals pasture-raised? Kept indoors? Combination?

Please explain your pasture-based practices:

Do you use any feed additives or injectables to supplement the animals' normal diet? _____
If so, what do you use? _____

Do you use any hormones or antibiotics to maintain the animals' health? _____ If so, what do you use?

Are your ruminant animals grass-fed only? ___ If grain-fed/finished, how many weeks are they fed grain before slaughter? ___

Please describe your nutrition program and health maintenance practices (for ruminants and non-ruminants):

Where are your animals processed? Please include any applicable licensing information.

Processors: (i.e. bakery goods, ciders, dairy products, honey, jams and jellies, maple syrup)

Please list products that you plan to sell at VC. Although you do not need to list the ingredients here, you need to have the ingredients available upon customer request.

Where are your products processed? Please include any applicable licensing information.

List the major ingredients that you produce that go into your products. If there aren't any, please explain:

If you are required to have a health department permit license or safe food handling certificate, please attach a copy to the application.

IV. INSURANCE & INDEMNITY

All authorized vendors participating in the Village Co-op Farmers Market (VCFM) shall be individually and severally responsible to the VCFM and the City of Dallas; for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees, and all vendors hereby agree to indemnify and save VCFM and the City harmless from any loss, cost, damages, and other expenses, including attorney's fees, suffered or incurred by VCFM and the City of Dallas; by reasons of the vendors' negligence or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify VCFM and the City of Dallas for negligence of VCFM and the City of Dallas, its directors, volunteers, servants, agents or employees. No insurance is provided by VCFM to participants in the Market. All producers shall be required to carry the appropriate commercial liability insurance (\$500,000) and are strongly encouraged to name VCFM and the City of Dallas as additional insured.

Insurance Co.: _____ Policy #: _____

Please attach a copy of the certificate to the application.

****General Liability Insurance may be obtained through your current insurance provider.****

VI. PAYMENT & FEES

The Village Co-Op Farmers Market is open April through October. Vendors prepay for the week prior to the Market day at the Market.

If I am accepted into VC, I agree to pay the market fees as follows:

Booth Fees are outlined below:

1. 10 x 10= \$55
2. 9 x 18= \$60
3. 9 x 18= \$70 (shared space with 1 adult vendor and 1 child vendor)

**A 10% discount is available for vendors participating all season if the total fees are paid in advance.

Late Payment Fees - Fees are expected one week prior to the Market day. A late payment fee of \$25 will be assessed.

Cancellation Policy -The VC cancellation policy, as stated in the Rules & Regulations, requires a minimum of 72 hours' notice prior to the start time of the Market so as to not incur the stall fee. Vendors may cancel by email to villagecoop@mizpah.org. If the cancellation is late or there is no record verifying the cancellation, the full stall fee for the Market day will be required. While at the Market, the Market Manager will not take verbal cancellations.

VII. MARKET AGREEMENT

I have read the Vendor Application and the Village Co-Op Farmers Market Rules & Regulations. If accepted into this Market, I hereby agree to abide by the Rules & Regulations adopted by the Village Co-Op Farmers Market. Further, I agree to sell at the VCFM only such items as those listed in the Vendor Application unless an additional request is granted by the VCFM at a later date. I acknowledge full responsibility for all my activities in the Market (and for those assisting me) throughout the term of this season's Market. I acknowledge the authority of the Market Manager and/or the Minister of Justice to immediately settle any disputes regarding product legitimacy, procedural and vendor conduct violations, and impose any penalties, including possible suspension or removal from the Market. I agree to allow the Market Director, Board of Directors, representatives of the VCFM and/or your County Extension Agent, and/or the City of Dallas Representative, at any time to inspect the premises where the products offered for sale are produced. Failure to allow an inspection will constitute a violation of the Market Rules & Regulations. I understand that VCFM does not carry any insurance policies to cover individual participants and that I am required to carry such insurance.

I certify that the information contained in this application is true and accurate.

Name of Business:

Vendor's Name:

Signature: _____ Date: _____



The Village Co-Op 's Farmers Market Indemnity Agreement

WHEREAS, _____ A vendor, charitable organization or other type of entity (User) desires to participate in the Village Co-Op's Farmers Market; and WHEREAS, such organization meets the criteria for participation in the Village Co-Op's Farmers Market and agrees to obey the rules of the market and understands the nature of operating within the Village Co-Op's Farmers 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 Village Co-Op's Farmers Market , its officers, agents and employees from and against all liability for any 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 occasioned by or arising out of User's presence within the city park area permitted by the City of Dallas for operation of the Village Co-Op's Farmers Market and the Village Co-Op's Farmers Market events and/or activities 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 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 park and within the Village Co-Op Farmers Market area and park premises or involved in activities in connection with or incidental to participation within or use of the park. It is expressly understood and agreed that the Village Co-Op Farmers Market 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 Village Co-Op's Farmers Market and User will provide the other with prompt and timely notice of any event covered in any way directly or indirectly, contingently or otherwise affect or might affect the User of the Village Co-Op's Farmers Market shall have the right to compromise and defend the same extent of its own interests.

User further agrees that this indemnity provision shall be considered as an additional remedy for the Village Co-Op Farmers Market and not as an exclusive remedy.

Username: _____

Title: _____

Signature: _____ Date: _____

Village Co-Op Rules and Regulations for the Farmer's Market

Our Mission: The Village Co-Op seeks to transform and enrich the lives of small to medium farmers, community residents as well as stimulate a local economy by operating a Farmer's Market. It is the goal of the Village Co-Op to ensure Dallas citizens have access to fresh locally grown fruits, vegetables, and herbs. In addition, the Village Co-Op will offer an opportunity to teach health and nutrition to youth, children, and adults. It is our hope that all will feel welcome to gather at this space and connect on common goals for the betterment of society.

General Vendor Guidelines

1. The goal of the market is to provide regionally (Texas, Oklahoma and Arkansas) grown and made products and services. The Market Executive Director and Board of Directors will have final approval of all vendor participation and sales.
2. The Market Executive Director has final authority on site to interpret and enforce rules and regulations related to the safe and enjoyable conduct of all vendors, visitors and employees of the market. Vendors not complying with instructions or rules of the market will be considered in material breach and default of the agreements, and may be asked to vacate their premises immediately without refund.
3. The Market Executive Director and/ or the Board of Directors may at its sole discretion revise the Rules and Regulations, and may alter operations of the Market at any time. Current rules will be available in the market information booth on site.
4. An Advisory Board will be created and will consist of farmers, members, community representatives, and Friendship-West Baptist Church members. The Advisory Board will provide recommendations, ideas and suggestions to enhance and improve the operations of the Farmer's Market and assist in problem solving.
5. Vendors agree to comply with the rules of the Market and abide by the final decisions of the Market Executive Director and/ or the Board of Directors.
6. Hours of Operation are Sundays from 10:00 a.m. to 4:00 p.m., rain or shine from April through October 2010. Vendors should arrive no earlier than 8:30 a.m. and should be set up and ready to greet customers for the opening of the Market at 10:00 a.m.
7. Agents of Members. All members may sell their own products, name a member of his or her immediate family, agent or employee under either wages or commission pay (subject to board approval) to perform any activities normally performed by the member including sales. Any one of these persons shall be described in these rules as a seller. The application for membership must include a list of all such agents. The member is required to personally sell at least 20% of the time at one of the markets. Members are responsible for the conduct of each of their agents.

8. Vendors are encouraged to use environmentally responsible and sustainable methods of production.
9. To allow for customer parking, it is suggested that vendors park in assigned vendor parking. Vendors with heavy or large quantity loads may park on-site behind their stall as close as possible to the curb without driving over the curb. No vehicles may ever be driven over curbs or into grass or landscaped areas.
10. Vendors can sell only items that have been approved by the Market Manager and/or the Minister of Justice. The Market Manager and/or the Minister of Justice has sole discretion to add or delete items from the list, and unacceptable merchandise quality will not be sold at the Market.
11. All vendors, without exception, must sign the Indemnity Agreement before they can sell at the market.
12. Retail sales only. No product re-sellers allowed including independent sales consultants associated with direct selling businesses and organizations. No wholesale sales.

Specific Vendor Rules

Health, Safety and Related Laws

1. Vendors and their employees 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. Vendors providing samples of their products must comply with the rules governing Market sanitation and health issues from the Dallas County Health and Human Services Department and any other health authorities.
2. Each vendor is responsible for obtaining a Sales Tax Number if required by the State of Texas and collecting and paying any sales tax that may be assessed on their products. The vendor shall be responsible for filing any and all returns required by the State of Texas with respect to sales tax collections. The Village Co-Op does not get involved with tax collections, audits or related activities.
3. Manufactured food products must meet Dallas County Health Department requirements, including licensing and permitting rules.
4. All foods must be properly labeled. No unlabeled packaged or processed foods allowed. For information on the sales of manufactured canned or other processed foods contact Dallas County Health Department.

5. Vendors desiring to provide food samples may do so within the guidelines of the Dallas County Health Department.

Market Conduct & Sanitation

1. All vendors and their representatives shall conduct themselves in a professional manner while at the Market.
2. A Market food preparation and sanitation tent will be set-up for vendors requiring such items to comply with Dallas County Public Health Temporary Food Establishment Rules. Chef demonstrations are not covered under this provision as they require their sanitation set-up within the demonstration area.
3. All items intended for human consumption must be kept off the ground, above 6 inches, at all times and be in safe and sound condition.
4. The vendor is solely responsible for the damages resulting from the sale of unsafe, unapproved or unsound goods.
5. Vendors supply all materials and containers for customer sales.
6. Restrooms and potable water will be available at the Shops of Arthouse retail shopping area.
7. Shoes and shirts are required at all times. Vendors should wear clean clothing and present a professional appearance. Use of name badges with business name is encouraged.
8. Vendors may not smoke in any vendor area.
9. No radios or music systems permitted in vendor spaces.
10. Foul language, profanity or other rude behavior is not permitted.
11. Possession of Firearms or the Consumption of alcohol or use of drugs, or operating under the influence is not permitted and is grounds for permanent eviction from the market.

Vendor Stalls

1. The Market Executive Director assigns stall spaces to vendors as they arrive at the market unless they are season vendors. Season vendors are assigned to the same regular space unless low vendor attendance warrants re-assignment. Reserved spaces not occupied 30 minutes prior to the Market day opening may be reassigned.

2. The Village Co-Op will provide each vendor stall with signage that will prominently display and clearly identify the farm or business name and the location (count) or city) of the farm or business. Vendors are responsible for displaying signs that accurately and truthfully describes products.
3. All activities take place on the hard surfaces only. No merchandise, vehicles or any other items are to be on the lawn or in planted areas.
4. Canopies are available for season vendors, sponsors, chef demonstrations and vendors with baked goods or on-premise prepared foods, on a first-come first-serve basis. All other vendors should provide their own canopies which are well maintained, have a neat appearance, and are sufficiently weighted.
5. Vendors provide their own tables, chairs, signs, refrigeration, and storage.
6. Trash must be placed into suitable containers and hauled off by the vendor. No trash may be left behind. Vendors must clean up their space at the end of the market. A fee of \$100.00 will be assessed if the Market Manager cleans up a stall, and said fees will have to be paid prior to any future participation at the market by the vendor.
7. No commercial truckers are allowed access to the Market.

Cancellations

1. A minimum of 72 hours notice prior to the start time of the Market day is required so as to not incur stall fee(s). Vendors may cancel in writing by mail or email to villagecoop@mizpah.org . If the cancellation is within 72 hours of the Market day or there is no record verifying the cancellation, the full stall fee for the Market day will be required.
2. The Market Manager will not take verbal cancellations during a Market day.
3. The vendor forfeits their reserved stall if three markets are missed without notifying the Market Manager.
4. Vendors who cancel their stall(s) without appropriate notice or by not showing up at the Market will not receive a refund.
5. A vendor's cancellations of market season due to health, business, or other extraordinary reasons will be refunded within 30 days. The remainder of the season will be cancelled.
6. All refunds will be issued within 30 days of the vendor's last market day.