



Brookside Village Farmers Market

Rules and Regulations

INTRODUCTION / MISSION

The Brookside Village Farmers Market (the "market") expects to be a Texas Department of Agriculture certified farmers market that will operate on the second Sunday of every month at Lawhon Elementary School (PISD) in Brookside Village, Texas. Our goal is to support local agriculture and benefit the community. The predominant product emphasis will be on locally-produced agricultural products with priority given to Brookside Village residents.

The main goals of the market include:

- A. promoting the sustainable production, marketing, and consumption of local agricultural produce;
- B. educating the community about local growing conditions and food crops as well as sustainable and organic growing practices;
- C. promoting the nutritional and culinary benefits of eating local produce in season;
- D. strengthening the local economy by redirecting consumers' food dollars to local growers and producers;
- E. incubating new, small, food-based businesses;
- F. providing a community gathering place.

II. DEFINITIONS

Agricultural Products: materials grown, farmed, produced, or wild harvested.

Approved Product: a product that has been approved by the BVFM Committee

BVFM Committee: A Committee of citizens to organize and implement the market

Conventional: this grower uses common agricultural practices and may or may not use chemical or synthetic fertilizers, or synthetic fungicides or pesticides or added hormones. Such growers may be a large or small grower.

BVFM Liaison: A representative of the BVFM Committee who acts as a contact person for vendors.

Brookside Village Vendor: A vendor who resides within the city limits of Brookside Village.



Family: the producer's spouse, significant other, parents, children, cousins, aunts, or uncles.

Inclement Weather: sustained winds over 20 MPH, lightning, hail, etc. As a result of inclement weather we may cancel the market, delay the start, or call the market early. At any point if a vendor feels unsafe, the vendor may sit in their car, seek shelter, or leave the market (if it is safe to do so). We encourage vendors to prioritize their personal safety.

Local Product: any product grown or produced within 180 miles of Brookside Village.

Majority Local Standard: a standard for Prepared Food Products which requires using locally grown, seasonal agricultural products whenever possible; 51% of ingredients (by weight) in Value-Added products (including food and non-food products that CAN be sourced locally) MUST be procured from a farm whose produce meets the "Local Product" definition above.

Naturally Grown: this grower practices organic principles of soil enrichment and are certified by a collection of peers involved with www.naturallygrown.org. The use of synthetic fertilizers or synthetic fungicides, pesticides or added hormones is prohibited. Certified Naturally Grown farmers reflect a commitment to work within the natural biological cycles that are necessary for a truly sustainable farming system - a system that works in harmony with micro-organisms, soil flora and fauna, plants and animals, to maintain and increase the long-term fertility of soil, leaving it even more vibrant and alive for the next generation of farmers.

Organic: this grower practices strict organic principles of soil enrichment and pest control and is certified either by the state or a third party certification firm that has been approved by the BVFM Committee. Organic growers may use natural fertilizers, or synthetic fungicides or pesticides allowed by the law when a natural alternative is not available. Organic Value-Added vendors must utilize only certified organic ingredients and follow organic labeling requirements.

Prepared Food Products: food and drink prepared in accordance with local, county, state, and federal regulations (either on-site or off-site) by chefs, bakers, confectioners, and beverage makers, and sold by these producers at the market.

Producer: the farmer or grower of any raw agricultural product or the person who produces or makes any Value-Added product.

Producer Cooperative: a legally incorporated collaboration of producers or growers who market their produce or agricultural products collectively.



Sustainable: growers using the Sustainable label pledge to use primarily organic practices; however the term Organic is not used on signage since they are not certified. BVFM advises consumers to ask these growers any questions they might have about their production practices, since it is hard to know how closely organic principles are followed. These products and practices may include supplemental, non-medicated, conventional feed with no growth hormones. Non-GMO feeds are desirable, but not a requirement. Conventional seeds may be used by producers who grow their own feed. Antibiotics may be used for emergency and sick animal care only. Animals must have daily access to pasture and shelter and must be able to express themselves.

Value-Added Product: an agricultural product that is processed in order to improve the product for the customer and also results in a higher net worth. The item may be edible, such as jelly or pickles, or it may be inedible, such as a wreath from dried okra pods.

Value-Added Vendor: a vendor who produces food and other products that are derived from agricultural products.

Vendor: a seller at the market.

III. SELLING AT THE MARKET

Who may sell and participate at the markets is determined by the BVFM Committee as explained below.

A. Farmers, producers cooperatives, growers and producers of agricultural products grown or produced within 200 miles of Brookside Village providing:

1. a vendor application has been submitted to and approved by the BVFM Committee
2. they are growing or producing their own local product; no re-selling is permitted unless approved in advance by the BVFM Committee.
3. they hold all required permits, licenses, and insurance policies necessary for their business operation.
4. they sign the Indemnity Agreement and the Participation Agreement included in the vendor application.
5. they pay the monthly vendor fee.



B. Value-Added Vendors, who may or may not be growing the ingredients, but who obtain and process ingredients to produce items within 200 miles of Brookside Village may sell their products at the market, providing:

1. Priority will be given to those who comply with The Majority Local Standard (see Definitions).
2. a vendor application has been submitted to and approved by the BVFM Committee
3. they are producing their own local product; no re-selling is permitted unless approved in advance by the BVFM Committee.
4. they hold all required permits, licenses, and insurance policies necessary for their business operation.
5. they sign the Indemnity Agreement and the Participation Agreement included in the vendor application.
6. they pay the monthly vendor fee.

C. Non-Profit Groups: non-profit groups may participate at the market as space permits. Nonprofits who are accepted to participate in the market are identified by criteria determined by the BVFM Committee. Such groups may set up information-only tables free of charge. BVFM does not partner here with political or religious nonprofits, those affiliated with lobbying entities, or groups deemed otherwise controversial.

IV. WHAT CAN BE SOLD

A. Agricultural products grown or produced by the seller, including but not limited to:

1. vegetables
2. fruits, nuts, berries
3. ornamental plants and flowers
4. eggs
5. milk and cheese
6. meat and poultry
7. seafood, either farm-raised or wild-caught
8. honey



9. edible plants and plant starts. Must be non-invasive.

B. Value-Added products produced by the seller, including but not limited to:

1. prepared foods
2. jams and jellies
3. pickles, vinegars, salsas
4. spices, seasoning mixes, sauces
5. dried flower arrangements
6. baked goods
7. herbal lotions, soaps, teas, etc

All vendors must comply with all applicable city, county, state, and federal health regulations at all times. It is incumbent upon the seller to be aware of these regulations.

V. MARKET OPERATIONS

A. The market will operate year round, rain or shine. See Inclement Weather definition. Market times will be established by the BVFM Committee.

B. Vendors must sign an Indemnity Agreement and Participation Agreement.

C. The market will operate at Lawhon Elementary School on the second Sunday of every month.

D. A stall is a selling area 10 feet wide and 10 feet deep. The BVFM Committee may permit a vendor to occupy and pay for more than one stall if the amount of product brought justifies it and if the market can accommodate it. Requests for additional stall space must be made in advance.

E. Stalls will be assigned by the BVFM Committee based on the best interests of the markets as a whole, as well as criteria identified by the BVFM Committee. While vendors may have a customary location, this location is subject to change. The BVFM Committee will consider the various needs of particular vendors and accommodate them to the extent possible, particularly for space to park a truck containing backup merchandise

F. While operating at the market, vendors must follow all local, county, state, and federal regulations for handling, selling and distributing food.

G. Vendors must pay a monthly fee, due to BVFM on or by the date of the market. Each additional stall incurs an additional fee. Fees vary based on the type of vendor and according to location (i.e. indoor/outdoor).



- H. Vendors will determine their own pricing for their products.
- I. Vendors must represent their products in an honest and non-deceptive manner at all times, both in written form on signs and in oral form during conversation.
- J. All items sold or labeled as organic must meet the requirements of the National Organic Program. Only certified organic growers may display signs using the word "organic". If a vendor offers both organic and non-organic items in the same stall, individual signs should make it clear which items are organic and which are not.
- K. Prepared, packaged foods should be labeled with the name of the product, producer's name and address, a list of all the ingredients, with the highest proportion of ingredients listed first in descending order and quantity or weight of contents as required by the State of Texas.
- L. Each vendor must display a large sign or banner identifying their farm or business name.
- M. No re-selling is permitted unless prior approval is obtained by the BVFM Committee. Vendors may only sell products that they have grown, raised or produced themselves or as defined in III.C.
- N. Vendors must keep their stall and their equipment in a clean, safe, and hazard-free condition. At the end of the market, each vendor must leave their selling area clean, with all trash and debris removed. Vendors must haul their own trash away to an off-site location at the end of each market.
- O. Vendors must conduct themselves in a courteous and professional manner. Vendors must treat all customers and volunteers of the market, and fellow vendors with respect at all times.
- P. No loud or aggressive promotion is permitted. Radios or stereos are prohibited.
- Q. Due to the market premises being Lawhon Elementary School, certain rules are in effect: No smoking is permitted on the grounds of the market. No sale of alcoholic beverages is permitted at the market. No consumption of alcoholic beverages or illegal drugs is allowed at the market. Firearms are prohibited.
- R. Vendors must be set up and vehicles must be removed from the market area at least thirty minutes prior to the start of the market, absolutely no later than 8:30am. Vendor vehicles may not be operated within the market space before 1:00pm.
- S. Vendors must remain set up until the close of market, even if they have sold out.
- T. Vendors may not let their vehicles idle during market hours unless required to power mechanical refrigeration.



U. The market retains the right to terminate the market/vendor relationship for any reason.

V. Vendors must give the BVFM Committee liaison 2 weeks notice if they are unable to be at the market.

W. No storage space for vendors is available at the market site.

X. Vendors should be prepared for all kinds of weather.

Y. Vendors may not slander, impugn, or otherwise defame the BVFM good name and reputation, verbally, written, or electronically. BVFM holds a zero tolerance policy toward any of the aforementioned actions, and holds the right to revoke vendor participation in the market.