

LIMESTONE FARMERS MARKET RULES AND REGULATIONS

Welcome! The Limestone Farmers Market (LFM) is a nonprofit Texas corporation formed for the purpose of starting and operating a farmers market in Limestone, Texas. Any vendor or other participant in any market operated by the LFM agrees to and must abide by this agreement. We are so thankful that you are interested in serving your community, and local economy. We hope that you are fruitful, and reap the rewards of your labor.

MISSION STATEMENT:

The Limestone Farmers Market serves Limestone County and its surrounding communities to support a local economy by providing a gathering place to promote ethical and sustainable farming, to provide clean local produce and products, and to cultivate a productive and creative community.

General Info:

All vendors must have an approved application on file and remain current with vendor, booth, and permit fees to be in good standing with LFM. Approval is on an annual basis and may be revoked pursuant to the following rules and regulations. If you have further questions please contact:

LFM Market Manager, Vanessa Roach – limestonefmtx@gmail.com

LFM Committee Members- Jamie McLean, Chelsi Seale, Beth Becker

Rules and Regulations of the LFM are subject to change and can be done so at any time at the discretion of the LFM.

We currently plan to have the LFM held on every Thursday, from 4-6:30pm, at 302 W Navasota, Groesbeck, TX. These will be weather and holiday permitting during the months of April through November, with select dates in December for special holiday markets.

I. VENDOR CATEGORY DEFINITIONS

Please read carefully to select the correct category. If you have questions about where you fit please contact the Market Manager at limestonefmtx@gmail.com before you apply.

Agricultural Producer:

Produce that has been grown on the producer's land (including leased land) located within 150 miles of the Limestone Farmers Market. Meat (except fish, fowl and feral animals), that is from animals born and bred on the producers' land (including leased land) and processed at a USDA inspected facility as well as processed meat products such as bacon, jerky and sausage, or products such as eggs, cheese, yogurt, honey, soap or yarn from these animals. Examples: Farmers, Ranchers, & Beekeepers.

Value-Added:

Culinary products from any operation that has changed the form, flavor, blend and/or the substance of raw products using as many market products as available, preference given to those vendors who use local products. Organic ingredients must be incorporated when available.

Commercial kitchens must be within 150 miles of the market attended. Examples: Salsa, Hummus, Cider, Dog Food & Treats, Baked Goods, Herbal products, etc.

Prepared Food: Vendors offer freshly made food and drinks available for sale and immediate consumption on-site at LFM. These products may be hot or cold ready-to-eat foods or drinks. Products must use as many market products as available, preference given to those vendors who use local products. Organic ingredients must be incorporated when available. Commercial kitchens must be located within 150 miles of the market attended. Examples: Waffles, Brisket, Iced Beverages, etc.

Artisan: Materials from outside the area of the farmers' market when integrated with other local products or created by a local artisan located within 150 miles of the market attended. Examples: Beauty and skincare products, jewelry, art, ceramics, etc.

Healthy Living: No physical products sold. Fitness, wellness and other vendor types that do not fit within the traditional boundaries of the vendor listings above. Not a common vendor type, please check with the Executive Director before applying under this category. Examples: Workout and fitness-based businesses, chiropractic care, etc.

Non-profit: Non-profit, non-partisan organizations may apply for complimentary booth space at any market based on availability. No fundraising allowed at markets and no sales activities allowed. Examples: Pet adoption groups, voter registration, blood drives, Girl Scouts, etc.

**The amount of vendors already accepted in any category will be a factor in approving new vendors.*

II. GENERAL INFORMATION AND VENDOR SPECIFICS:

1. Being a vendor at the LFM is an AT WILL agreement.
2. The Market Manager is under no obligation to approve any applicant as a vendor.
3. Sending in an application is NOT, in and of itself, acceptance of being a vendor.
4. A potential vendor must first have written approval from the Market Manager before setting up, selling, or participating at any upcoming Market. Please allow 1-2 weeks for your application to be reviewed.
5. You will receive an e-mail with the approval, or disapproval of your application. Once your application has been **ACCEPTED**, you will then pay your Application Fee (\$10), & Membership Fee (\$50), which is good for the market season (May-November). We will also aim to have seasonal holiday markets in December that will be covered by the Membership Fee.
6. The Market Manager can terminate any vendor's participation for any reason, subject to the rules and regulations.
7. Unapproved booths, vendors, or individuals selling at the LFM will be asked to leave.
8. **No re-selling** of any agricultural products from other farmers markets, wholesale outlets, non-approved growers, or other non-farm venues will be allowed.
9. Vendors may not set up and sell their product at any time other than the regularly scheduled market day and times.
10. Spaces at the market are reserved according to tenure at market. *Booths with electricity have limited availability.* Vendors with repeated tardiness, no-notice absences, or early exits risk losing their assigned location and could be asked to leave permanently to make room for booths that wish to be available more consistently. Other people would be grateful to have a spot, please be mindful.

III. VENDOR FEES:

- Application Fee/Permit: \$10.
- Annual membership is \$50
- Booth fee is \$40/month for a standard booth, and \$50/month for a booth with electricity. Vendors are responsible for providing their own tables, signage, displays, and tents, etc.
 - If you do not want to participate weekly, please contact the Market Manager to discuss other options. We may selectively allow some vendors to participate for a scheduled number of weeks per month instead of every week, ONLY if they commit to a set week, (i.e. the 1st and 3rd Thursday of each month). Our aim is for customers to be able to expect consistency from vendors and products.
- The monthly fee will be the same regardless of attendance, unless a prior agreement is arranged beforehand for those who will consistently only come on established weeks.
- Monthly payments are due in full by the first Thursday of each month.

IV. SELLING & PARTICIPATION:

1. Value-Added Product Vendor: Products may be produced in a certified kitchen or manufactured with a food manufacturer's license OR be produced in a home kitchen in compliance of HB 970, the Texas Cottage Food Law.
2. Prepared Food Vendor: Food is prepared on site or in a certified kitchen. Any vendor representative touching or preparing food must have a valid State of Texas Food Handlers Permit. Vendor must have a hand washing station and abide by all LFM, City, County, and State Food Safety guidelines.
3. Non-Vendors: may participate in the market if invited by and approved by the Market Manager.
4. Non-Profit and other community organizations: may apply to the Market Manager to participate in the market for educational purposes. No political or campaign activities are allowed. The activity must fit within the framework of LFM purposes and must assist in retaining a high quality farmers market and family friendly atmosphere. Apply online as a community organization to participate in the market. Availability is limited and is at the discretion of the Board and the Market Manager.
5. Vendors shall allow market designees to inspect their farm/kitchen/production facility prior to selling and from time to time in the future, as determined by the Market Manager.
6. Vendors and any other participants of the LFM must hold all required permits, licenses and insurance policies necessary for their business operation and as required by any applicable law, statute or regulation and may be required to provide copies with their vendor application or prior to participating in the LFM.

V. ELIGIBLE PRODUCTS:

1. Local agricultural products.
2. Value-added products, which must be pre-approved in writing by the Market Manager.
3. Prepared foods, their ingredients, the ingredients' origination, must be labeled. Other prepared foods may be allowed upon prior written approval by the Market Manager.
4. Other value-added products must first be approved in writing by the Market manager.
5. Other products that may contribute to the mission and success of the market.
6. Absolutely no "garage sale" items will be permitted. No used clothing, used household wares, etc.
7. **You are responsible for the knowledge behind selling your products.** There will be an attached list of APPROVED items, and a copy of the Cottage Food Laws Q&A.
8. We understand that USDA certified organic labeling is costly for a small farm to obtain, so we will not be requiring a USDA organic certification; **however, vendor approval will be strongly dependent upon natural and organic farming practices, such as pesticide protocols, slaughtering methods, and types of feed (i.e. free range chickens, grass-fed cows, etc.)** Any practices claimed can be investigated for validity before approval and any time during Market participation. Vendor approval will be withdrawn at the Market Manager's discretion for deceptive claims. We understand that occasionally things happen and you may temporarily modify your farming practices or quality of products. Please be transparent when this happens and let it be reflected in your marketing and displays, and alert the Market Manager.
9. Vendors using Round-Up or similar products will not be considered. **PLEASE BE HONEST.** One of the primary benefits of sustainable and small scale farming is the ability to have safer and cleaner practices. We want our customers to know that their market produce is chemical free and that animals are not treated cruelly.

The Market Manager reserves the right to deny an item or product at their discretion. New product offerings must be approved by the Market Manager.

VI. MARKET OPERATIONS:

1. The market is located at the Corner Parkette, 302 W Navasota, in downtown Groesbeck, Texas. The market location may change or be added to depending on the growth of the LFM. The market operates during the dates and times specified in the weekly market updates via Facebook, e-mail, or other marketing avenues.
2. The Market Manager is responsible for the daily operations of the market and enforcing these rules and regulations.
3. Vendors may arrive as early as 1 hour, and no later than 30 minutes prior to market open to begin setup. Vendors are prohibited from driving through the market grounds 15 minutes before the market opens. Violation of these timeframes may result in a fine of up to \$50. In addition, all vendors must have their market sites dismantled, packed up, cleaned, and vacated one hour after the market closes. Exceptions will be considered by the Market Manager. Repeated tardiness, absence, or early exit may result in fines, the loss of assigned location, or removal of the vendor.

4. Vendors are required to notify the Market Manager no later than 12 PM (noon) on the day before market of their intended absence at the market. Failure to do so will result in forfeiture of booth and affect future application renewals.
5. Cancellation of the market or early closure due to dangerous or severe weather conditions shall be at the sole discretion of the Market Manager.
6. A standard booth at the market is **10 X 10 feet.**
7. Vendor booths are assigned by Market Manager. While the LFM tries to keep vendors in the same space from week to week, booth location is not guaranteed.
8. All vendors are required to pay their booth fee with cash before the first Thursday of each month, or on the first Thursday before the market begins.
9. Vendors will determine the pricing of any products sold at their booth.
10. Free samples may be offered to customers provided this is done in a sanitary manner and **MUST BE DONE** in accordance with local Department of Health requirements.
11. All vendors are responsible for their own tables, tents, etc. Vendors must have tent weights, and keep their booths safe, clean, and in hazard free condition.
12. Vendors must transport trash and recycling offsite, no dumping or usage of market dumpsters allowed. Vendors must completely clean their booth space at the end of market. Vendors who provide samples or prepared food must provide trash receptacles at their booth. Ice and water brought to the market should not be discarded on site.
13. Vendors are expected to follow the highest business and ethical standards at the market. Each vendor shall remain in their own assigned booth space when selling products. Sales should be conducted in an orderly business manner. Vendors shall exhibit courtesy and cooperation to customers and other vendors.
14. Vendors are prohibited from tobacco usage such as cigarettes, pipes, cigars, electronic cigarettes/personal vaporizers, and chewing tobacco while operating their booths during market hours.
15. Fraudulent or dishonest practices are prohibited and will be a basis for removal by the Market Manager.
- 16. Consumer inquiries regarding origination of product, 'pesticide and herbicide use', farm practices, and other product information requests must be answered factually without misleading information by the vendor. The Board and Market Manager reserves the right to limit vendor claims regarding farm practices that cannot be verified.**
17. Disagreements with customers, fellow vendors, and the Market Manager must be handled in a respectful manner, so as not to disrupt the market.
18. Individuals representing a vendor or selling at a vendor's booth must be informed of all market rules and regulations. The vendor will be responsible for any actions taken by these individuals at the market. These individuals must demonstrate thorough knowledge of the products they are selling.

VII. NON-COMPLIANCE & PENALTIES FOR VIOLATIONS:

1. Non-compliance with these rules and regulations, failure to follow the directions of the Market Manager, or any other action that may jeopardize the market, the health of a customer, vendor, or others, will result in disciplinary action at the discretion of the Market Manager and may include exclusion from the market for a period of time, a fine, or termination of the vendor's participation in future markets.

2. All complaints by vendors must be submitted to the Market Manager in writing. Vendors may request a copy of the LFM Vendor Complaint Form to fill out. At such time, the Market Manager will review the complaint and address the issue with a written response to parties involved.
3. Minor issues between vendors should be addressed in a respectful manner, so as not to disrupt the market, and should result in an agreeable solution.
4. Failure to pay a fine or to follow the directions of the Market Manager is a violation of these rules and regulations.

VIII. VENDOR REMOVAL PROCESS:

1. Upon finding substantial evidence that a vendor has violated Limestone Farmers Market (LFM) rules and regulations, the vendor will receive a verbal warning coupled with written documentation.
2. Upon finding substantial evidence that a vendor has continued to violate a rule, the vendor will receive a written warning, a \$50 fine, and further documentation.
3. Upon finding substantial evidence that a vendor continues to violate rules and regulations of LFM, the vendor will then be removed from vendor membership. The vendor will be notified by phone and/or e-mail of their removal, and a certified letter will be written and provided by the Market Manager.

VIX: COTTAGE FOODS Q&A

1. **What is a cottage food production operation?** A cottage food production operation is defined as an individual, operating out of the individual's home.
2. **Is a cottage food production operation a food service establishment?** No. A cottage food production operation is not a food service establishment.
3. **What is the definition of a baked good?** A baked good is a food item prepared by baking the item in an oven, which includes cookies, cakes, breads, Danish *pastries*, donuts, pastries, pies, and other items that are prepared by baking. A baked good cannot be and does not include a time and temperature control for safety food (TCS).
4. **What are some examples of foods that can be prepared at a cottage food production operation?** The following are examples of non-TCS that may be prepared and sold at a cottage food production operation:
 - Breads, rolls, biscuits,
 - Sweet breads, muffins,
 - Cakes (birthday, wedding, anniversary, etc.)
 - Pastries,
 - Cookies,
 - Fruit pies,
 - Canned Jams and jellies,
 - Dry herbs and dried herb mixtures,
 - Candy,
 - Coated and uncoated nuts,
 - Unroasted nut butters,
 - Fruit butters,
 - Popcorn and popcorn snacks,

- Dehydrated fruit or vegetables, including dried beans,
- Cereal, including granola,
- Dry mix,
- Vinegar,
- Pickled fruits and vegetables,
- Mustard,
- Roasted coffee or dry tea
- Plant-based acidified canned goods, including salsa, BBQ sauce, ketchups.
- Dried Pasta
- Fermented vegetable products
- Frozen raw and uncut fruits or vegetables.

5. **What types of foods are *not allowed* to be sold at a cottage food production operation?** The following foods are examples of food that cannot be produced by a cottage food production operation:

- Fresh or dried meat or meat products including jerky
- Kolaches with meat
- Fish or shellfish products
- Raw seed sprouts
- Bakery goods which require any type of refrigeration such as cream, custard or meringue pies and cakes or pastries with cream cheese icings or fillings
- Milk and dairy products including hard, soft and cottage cheeses and yogurt
- Cut fresh fruits and/or vegetables
- Juices made from fresh fruits or vegetables, that require refrigeration
- Ice or ice products
- Focaccia-style breads with vegetables or cheeses
- Beverages that require refrigeration to prevent the growth of pathogenic bacteria. (TCS Beverages)
- Meat or Poultry
- Seafood
- TCS Products

6. **What is a time and temperature controlled for safety food (TCS)?** A time and temperature control for safety (TCS) food requires time and temperature control for safety to limit pathogen growth or toxin production. In other words, a food must be held under proper temperature controls, such as refrigeration to prevent the growth of bacteria that may cause human illness. A TCS is a food that: contains protein, moisture (water activity greater than 0.85), and is neutral to slightly acidic (pH between 4.6 -7.5).

7. **Where may a cottage food production operation (CFPO) sell products?** A CFPO may sell products directly to consumers.

8. **Can I use the Internet to sell my cottage food products?** A cottage food production operation may sell through the Internet or by mail order only if: the consumer purchases the food through the Internet or by mail order from the operation and the operator personally delivers the food to the consumer. A cottage food production operation may not sell at wholesale.

9. **What are the labeling requirements for internet and mail order cottage food operators?** Before the operator accepts payment for the food, the operator provides all

labeling information required by Health and Safety Code section 437.0193 and Texas Administrative Code §229.661(d) to the consumer by:

- posting a legible statement on the operation's Internet website;
- publishing the information in a catalog; or
- otherwise communicating the information to the consumer.

10. **The operator of a cottage food production operation that sells a food in this state in the manner internet or wholesale:** is not required to include the address of the operation in the labeling information before the operator accepts payment for the food; and shall provide the address of the operation on the label of the food in the manner required after the operator accepts payment for the food.
11. **Can I make cottage food products in another building on my property?** The law requires cottage food products to be produced in an individual's home which is a primary residence that contains a kitchen and appliances designed for common residential use.
12. **Is labeling required on food items produced by a cottage food production operation?** Yes. Foods sold by a cottage food production operation must be packaged and labeled. The food must be packaged in a manner that prevents product contamination, except for foods that are too large or bulky for conventional packaging. The labeling information for foods that are not packaged must be provided to the consumer on an invoice or receipt.
- a. The label must include the following information:
- The name and physical address of the cottage food production operation;
 - The common or usual name of the product;
 - If a food is made with a major food allergen, such as eggs, nuts, soy, peanuts, milk or wheat that ingredient must be listed on the label; and
 - The following statement: *"This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department."*
 - Labels must be legible.
 - Also, cottage operator selling frozen raw or uncut fruits must label or provide on invoice or receipt the following statement in at least 12-point font: "SAFE HANDLING INSTRUCTIONS: To prevent illness from bacteria, keep this food frozen until preparing for consumption."
 - For each batch of pickled fruit or vegetables, fermented vegetable products, or plant-based acidified canned goods, a cottage food production operation must: label the batch with a unique number.
13. **Do I need a permit or license for my cottage food production operation?** Cottage food production operations are not retail food establishment, therefore, a retail food establishment license is not required.
14. **Is there a limit as to how much I can earn from my cottage food production operation?** Yes. A cottage food production operation is limited to an annual gross income of \$50,000 or less from the sale of food produced at the cottage food production operation.
15. **Is there a process for submitting a complaint against a cottage food production operation?** Yes. A complaint may be submitted to the Texas Department of State Health Services (DSHS) for cottage food production operations located under DSHS jurisdiction at: <https://www.dshs.texas.gov/foodestablishments/complaints.aspx> Complaints

concerning cottage food production operations that are located under the jurisdiction of a local health authority must be reported to the local health authority. <https://www.dshs.state.tx.us/regions/lhds.shtm>

16. **Will the Department of State Health Services conduct inspections at cottage food production operations?** No. The Texas Department of State Health Services does not have authority to conduct inspections at a cottage food production operation. However, the Department may investigate a complaint regarding preparation of time and temperature control for safety (TCS) food at a private residence. In the event of a foodborne illness outbreak, the department or local health authority may act to prevent an immediate and serious threat to human life or health.
17. **Will I need to comply with local zoning or other laws?** Local Government Code, Sec. 211.032, Certain Zoning Regulations Prohibited, states a municipal zoning ordinance may not prohibit the use of a home for cottage food production operations.
18. **Will the Department be required to write rules concerning cottage food production operations in a separate chapter outside the Texas Food Establishment Rules?** Yes. The department will adopt a rule concerning the regulation of cottage food production operations. Title 25 of the Texas Administrative Code, Section 229.661 provides definitions for cottage food production operations, labeling requirements, complaint database requirements, and sales location requirements.
19. **Can a cottage food production operation deliver food produced by the operation to the customer who purchased the food product?** Yes. A Cottage Food Production Operation may deliver products to the consumer at the point of sale or another location designated by the consumer.
20. **What are the requirements to pickle, ferment, or acidify can goods?** A cottage food production operation that sells to consumers pickled fruit or vegetables, fermented vegetable products, or plant-based acidified canned goods shall:
 - use a recipe that: is from a source approved by DSHS,
 - has been tested by an appropriately certified laboratory that confirmed the finished fruit or vegetable, product, or good has an equilibrium pH value of 4.6 or less; or
 - is approved by a qualified process authority; or
 - if the operation does not use a recipe described by DSHS, test each batch of the recipe with a calibrated pH meter to confirm the finished fruit or vegetable, product, or good has an equilibrium pH value of 4.6 or less.
 - For each batch of pickled fruit or vegetables, fermented vegetable products, or plant-based acidified canned goods, a cottage food production operation must:
 - label the batch with a unique number; and
 - for a period of at least 12 months, keep a record that includes:
 - the batch number;
 - the recipe used by the producer;
 - the source of the recipe or testing results, as applicable;
 - and the date the batch was prepared.
 - These testing requirements do not apply to pickled cucumbers.
21. **Does a cottage food operator have to have a Food handler certification?** An individual who operates a cottage food production operation must have successfully

completed an accredited basic food safety education or training program for food handlers.

22. If I have Food Manager Certification, do I also need to have a food handler certification? The department will recognize a food manager certification from an accredited program in lieu of a food handler certification.

Please return THIS PAGE with Vendor Application.

I _____ have read and agreed to the above rules and regulations, and agree to all guidelines. I agree that, if applicable, I am responsible for having a food handler's license, temporary food establishment permit, any other permits required by the state, local, or city. I will not hold the Groesbeck Economic Development Corporation, City of Groesbeck, or Limestone Farmers Market responsible for my lack of permits, nor the people associated with such organizations.

I understand that it is solely up to the Market Manager which items should be allowed.

If you have any questions related to the Limestone Farmers Market, please contact Market Manager, Vanessa Roach at limestonefmtx@gmail.com. Thank you for your interest in the Limestone Farmers Market! May your year be abundant, and blessed!

Vendor Signature _____ Date _____

Farm/Business Name _____