

★ DENTON ★

COMMUNITY MARKET

VENDOR HANDBOOK



DENTONMARKET.ORG

VENDORCOORDINATOR@DENTONMARKET.ORG

(940) 268 - 4326

DEAR VENDOR,

Thank you for your interest in joining the Denton Community Market's (DCM's) vendor membership. Our 10th Anniversary Season will be the best ever! The Denton Community Market is held every Saturday, April through November, in the Historical Park of Denton County in partnership with Denton County and the City of Denton.

Since our beginning, the Market has been a proud small business incubator and community gathering space. It is our goal to see your business grow and succeed. The mission of the Denton Community Market is to strengthen the Denton community by providing economic opportunities for local artists, businesses, food vendors, and food producers to contribute to the vitality and livability of Denton.

As a producer-only market, our vendor community includes high-quality local makers and growers of all kinds. We pride ourselves in keeping strict standards on requiring locally-produced items and agricultural products, and disallowing resale or distributors of any kind. We are creating an authentic market of products that originate within a 100-mile radius of Denton. Our vendor community includes: local growers, on-site and prepared food vendors, food trucks, cottage food vendors, pet product vendors, community groups, and a very diverse mix of handmade art and craft vendors.

Market staff and vendors are dedicated to promoting sustainable practices, such as recycling, upcycling, fair trade, and sustainable materials sourcing. All growers at the Market practice sustainable farming methods and are knowledgeable of a variety of sustainable agriculture practices and techniques

As a vendor, we encourage you to participate in Market meetings and activities. We meet as a vendor membership body and vote on Market policies, discuss our annual budget, expenses, and income, as well as plan special events, fundraising opportunities, and membership benefits. Membership benefits include workshops and seminars hosted by the Denton Community Market and local partners, and the opportunity to vote on organization policies and practices.

This market creates a unique community space and vendor community. There are many reasons to join our market, and we hope you will! Please reach out if you have any questions. Thank you so much for your support and interest in the Denton Community Market.

Warm regards,

RACHEL WEAVER

VENDOR COORDINATOR

Denton Community Market
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940.268.4326

VICKI OPPENHEIM

EXECUTIVE DIRECTOR

Denton Community Market

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THE MISSION OF THE DENTON COMMUNITY MARKET IS TO STRENGTHEN THE DENTON COMMUNITY BY PROVIDING ECONOMIC OPPORTUNITIES FOR LOCAL ARTISTS, BUSINESSES, FOOD VENDORS AND FOOD PRODUCERS TO CONTRIBUTE TO THE VITALITY AND LIVABILITY OF DENTON.



GUIDING PRINCIPLES

- Provide a setting in which community members can purchase local products from local producers;
 - Provide educational opportunities to learn about the products made and grown in our community;
 - Promote the local economy by connecting food producers and consumers;
 - Reduce barriers to entry for new entrepreneurs and small businesses;
 - Promote sustainable farming practices and environmental stewardship while educating the public about these practices, and;
 - Strengthen ties between community members by creating a sense of place.
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2019 MARKET SEASON

The 2019 Market Season is 8 months: April 6th, 2019 – November 30th, 2019.

There are 35 Saturdays in the 2019 Market Season.

Market is open Every Saturday, April through November.

- Regular Hours April – May, September – November are 9:00 am – 1:00 pm.
- Summer Hours (June – August) are 8:00 am – 12:00 pm.
- Vendors should expect to spend 6 – 7 hours at Markets.
- Market Staff is onsite 7:00 am – 2:00 pm (6:30 am – 1:30 pm during Summer Hours)

The Last Market Day – Holiday Market – November 30th, 2019 has extended hours (9:00 am – 3:00 pm).

Special events, fundraising events, and alternative markets associated with the DCM are not included in the regular Market Season, and may involve additional booth fees.



SPECIAL EVENTS

The Denton Community Market hosts special events that have extra promotion and vendor and visitor activities and involvement. Check online for the most up-to-date list of activities.

Market Day	Special Event
April 6 th	Market Opening Day!
April 20 th	Spring Fling Market Day
May 4 th	Farm Heritage Day with Denton County
May 11 th	Mother's Day Market
May 25 th	Memorial Day Weekend Market
June 15 th	Harvest Day/Father's Day Market
June 29 th	Independence Market/ Market before 4 th of July
August 31 st	Labor Day Weekend Market
October TBD	Hispanic Heritage Festival with Denton County
October 12 th	Harvest Day
October 26 th	Spooky Market
November TBD	UNT Homecoming Market Day
November 30 th	Holiday Market - Last Market Day - Small Business Saturday - Extended Hours

* Dates subject to change. Our Calendar and Social Media will have updated information.



RULES & REQUIREMENTS

- The Denton Community Market is a producer-only market. A producer-only market is defined as a market in which all items sold/offered are grown/produced by the producer of the product.
- The Denton Community Market is a local market. Only products created within a 100-mile radius of the City of Denton are allowed for sale. *Limited exceptions granted on a case-by-case basis for agricultural products that are not available locally. See 'Agricultural Producers + Farmers' section of the handbook for more info.
- Resell of items is not allowed. Vendors cannot sell pre-purchased products under their business.
- Distributor products like Scentsy, Origami Owl, It Works, etc. are not allowed.
- Items with purchased elements must be "significantly transformed" from their original state to be eligible for sale at Market (determined on a case by case basis). The Denton Community Market **strongly discourages** the use of "base" ingredients in products such as food, soap, and candles, and "ready-made" kits in products such as art, jewelry, and craft items. Preference will be given to vendors that do not use these methods.
- The Market does not allow the sale of firearms, ammunition, fireworks, or other hazardous items (determined on a case by case basis).
- **All vendors must have a valid Texas Sales Tax ID number to participate in the Market.**
- **You must obtain a Texas sales and use tax permit if you sell taxable goods or services. There is no fee for the permit.**

- **Sales Tax ID numbers can be obtained online at:**
<https://www.comptroller.texas.gov/taxes/sales/>
- Social Security Numbers cannot be accepted as a substitute for a Sales Tax ID Number.
- Vendors and Applicants are responsible for submitting all proper filings for requirements and providing proof of items to the Vendor Coordinator.
- After initial application approval, Vendor Members must fill out the New Product Form to gain permission from DCM staff to add new items to inventories sold at Market.



HANDMADE & LOCAL

Handmade: an item in which the starting materials are significantly altered or enhanced by the craftsman and the handcrafted components functionally or aesthetically dominate any non-handcrafted or commercial components.

See “**Rules & Requirements**” for further clarification of “Handmade” definition.

Local: produced and/or grown by the vendor within a 100-mile radius of the City of Denton.



MARKET VENDOR REQUIRED TRAINING

All Member Vendors are required to complete at least one Market Vendor Training session via online video with Denton Community Market Staff. The online training will include:

- Market Requirements
- Vendor Handbook Review
- Market Days
- Safety Tips
- Severe Weather Days

Online Training Video and Quiz is sent to accepted Vendors. The Training Quiz is required to be completed by one representative from the approved business before your first Market day. **Returning Vendors from 2018 that completed training do not need to complete training in 2019.**



MARKET & VENDOR INSURANCE

Vendor Liability Insurance helps to protect the Denton Community Market and organization so that an accident involving a single vendor does not threaten the market as a whole. Vendor Liability Insurance can also protect your business at additional Markets, and may protect your products and equipment from unforeseen loss.

All vendors must review and agree to the Denton Community Market **Waiver and Hold Harmless Agreement (p. 22 – 24)**. Applicants’ electronic signature is submitted with the Vendor Application.

- It is **strongly recommended** that all vendors carry business liability insurance with the Denton Community Market as additional insured.
- Insured Vendors should provide proof of General Commercial \$1 million of liability insurance with the Denton Community Market named as additional insured.

- Please provide a copy of your certificate of insurance to the Vendor Coordinator (vendorcoordinator@dentonmarket.org)

Some possible sources of liability insurance are in partnership with the **Farmers Market Coalition** <http://www.campbellriskmanagement.com/vendor---producer-application/>

and the **Food Liability Insurance Program** www.flipprogram.com

American National, has an insurance policy specifically designed for **cottage food producers**:
<http://farmandranchfreedom.org/texas-cottage-foods-law-2013-faq/>
<http://texascottagefoodlaw.com/Resources/Liability-Insurance>

Artist and Craft Insurance
<https://insuranceforartists.com/>

It may be possible to add the Denton Community Market and Vendor Insurance to current home insurance policies.

Please have your insurance company add the following to your certificate of insurance as additional insured, with a waiver of subrogation and agreement to be primary coverage.

Denton Community Market
 P.O. Box #3057
 Denton, TX 76202



VENDOR MEMBERSHIP



APPLICATION DEADLINE AND REVIEW PROCESS

- Vendor applications are accepted throughout the market season.
- After **October 15, 2019**, new vendor applications will not be accepted into the regular Market season, but vendors may apply for the November 30th Holiday Market with Special One Day Fee Requirements (p. 10).
- The Denton Community Market reserves the right to close vendor applications earlier than October 15th if the Market is at capacity for vendor space.
- **All Applicants are required to submit a \$25 Application Fee.**
 - Pay Online: <https://squareup.com/market/denton-community-market>
 - The Application Fee must be paid online
 - Applications are not reviewed until application fee is received.
- If the Vendor Application is accepted by the Denton Community Market, then the \$25 Application Fee will be applied toward the Vendor Membership Fee.
 - Market Vendors will have \$25 applied toward the \$125 Membership Fee.
 - Agricultural Producers will have \$25 applied toward the \$90 Membership Fee.
 - Or \$20 applied to the \$20 Membership Fee and \$5 toward their first Market day fee (\$15). See Agricultural Producers/Farmers section for details (p. 13).
 - Agricultural Collectives will have each Member's \$25 Application Fee applied toward the \$180 Collective Membership Fee.
- The Vendor Application Review Process may take 1 – 3 weeks during the Market season.

- Vendors from the previous Market season (2018) are given a priority status application time period beginning January 15, 2019. Once the Vendor Application is released to the public on February 1, 2019, returning vendors do not have priority in categories that may have limits. Returning Vendors are not guaranteed access into the Market if they apply after February 1st. Category limits still apply during returning vendor priority status application period.
- The Market will review vendor applications based upon product type, current number of vendors selling similar products, and product quality. With the exception of agricultural products, the Market strives to have no more than 3 vendors selling very similar items, and some food products may be limited to 1 vendor. This is determined on a case-by-case basis by Market staff. Uniqueness of vendor items and proof of Vendor Liability Insurance will be considered in vendor approval decisions.
- On the application, Vendors will be asked to provide estimated weekly quantities of items to be sold at the Market. This is not expected to be exact counts or a weekly inventory, but estimates, i.e. whether one or two, tens, or hundreds of items. This is to provide more detailed information to staff when accepting new vendors selling similar or the same items. Exceptions: Produce, Food Trucks & Ready-to-Eat Food Vendors.
- The Vendor must inform the Vendor Coordinator of any new items added to the producer's inventory after the initial application. Submit via the **New Product Request Form**. New products will be reviewed, and vendor cannot bring new items unless they are approved.
- **The Market can disallow the display of non-approved items including removal from display at Market days.**



MEMBERSHIP FEES

Membership in the Denton Community Market is a one-time seasonal membership fee for all vendors in the Market. The Membership Fee is separate from the Daily Booth Fees.

Membership in the Denton Community Market (DCM) provides access to:

- Attend the Denton Community Market outdoor Market Season
- Vendor Meetings and voting in the organization
- Community workshops and seminars
- Special events organized by members of the DCM

Once accepted as a vendor in the Market, the vendor membership fee should be **paid online in advance** through the online Square Reader. No cash will be accepted for market fees.

The annual Denton Community Market Membership Fee is \$125

- Pay Online: <https://squareup.com/market/denton-community-market>
- The Membership Fee must be paid online

The membership fee is **due within 14 days of Vendor acceptance** to retain Vendor Member position at the Denton Community Market. If the membership fee is not paid within 14 days of application acceptance, then the vendor may lose their vendor position in their category, be moved to a waitlist, and no longer receive Market emails.

Members may be removed from their vendor position in their category, be moved to a waitlist, and removed from Market mailing lists if they do not maintain all required permits, do not attend a Market for 3 months without written notification to the Vendor Coordinator, and fail to pay required fees.

The membership fee is **not pro-rated** if a member joins the Market in the middle or end of the season. The membership fee is **not refunded** if a vendor is removed from DCM member status.

If you are a **Shared Booth Vendor or a Collective**, each business must submit the \$125 Membership Fee, with the exception of **Farmers Cooperatives**. See Collectives and Cooperatives section below for info and rates.



MEMBERSHIP FEE INSTALLMENT PLAN OPTION

Qualifying vendors* may participate in the Installment Plan and pay the membership fee in **two** installments of **\$62.50**, or **three** installments of **\$42**. The installments of the membership fee must be paid online through the online Square Reader Invoice processing. No cash will be accepted for market fees.

- The Membership Fee Installments will be billed via **Square Invoice processing**. The email provided in your Vendor Application will be used to email you the invoice.
- The Membership Fee must be paid online by installment deadlines:
 - Installment Deadlines:
 - 1 installment required within 14 days of Vendor acceptance.
 - Installment 2 is due one month from the Vendor's first Market Day.
 - Installment 3 (if applicable) is due six weeks from the Vendor's first Market day.
 - Installment plans following this extended schedule will not be allowed any later than September 1st.
- Failure to complete Membership Fee Installments will result in removal from DCM Member status and may result in permanent removal from the Market for noncompliance with DCM policies, without refund.

*To qualify for the Installment Plan you must be:

- A newly created, start-up, business (< 1 year in business) who has not previously sold at the market or,
- A past market member who qualifies as low-income.
 - Vendors qualify as low-income if they demonstrate that they do not have adequate operating funds from past season(s) to pay the membership fee at once because of inadequate profits or other financial obstacles.
- Installment Plans will be determined on a case-by-case basis.
- Contact the Vendor Coordinator regarding Installment Plan qualifications:
vendorcoordinator@dentonmarket.org.



MARKET DAY FEE *SCHEDULE*

The daily vendor booth fee is **\$15 per 10x10 sq. ft. space** for all vendors in the Market, with the exception of Agricultural Producers + Farmers, and Food Trucks. Food Trucks submit one \$15 booth fee for their attendance. Agricultural Producers have 2 Membership Fee/Booth Fee options. See Agricultural Producers' section below for info and rates.

The Market Day Fee **must be paid in advance**. Vendors may submit payment in advance for multiple months or weeks, or on a weekly basis. Submitting payment on a weekly basis is subject to the **Late Fee Policy**:

LATE FEE POLICY

The \$15 daily vendor Booth Fee (or \$5 Farmer Fee) **must be paid in advance** for the following Saturday Market Day by the preceding Monday before midnight (11:59 PM). Vendors who sign up on the Tuesday or Wednesday before the Market Day will pay a \$5 late fee per booth. Vendors who sign up after Wednesday at midnight (after 11:59 PM) will pay a \$15 late fee per booth, and the map will not be amended to accommodate them (access to electricity or booth request may not be possible). The same fees apply for food trucks. No cash will be accepted for market fees.

Payment can be made one of two ways:

- ***Best Option*** Pay Online: <https://squareup.com/market/denton-community-market>
- **Pay by Check - Mailed:** PO Box #3057 Denton, TX 76202

Please Note: All payments made online or by check must be received no later than Monday at midnight prior to the following Saturday Market Day to avoid late fees.

FEE ADJUSTMENT SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Current Vendor Attendance list sent to all Vendors	Booth Fee: \$20 (or \$10 for Farmers)		Booth Fee: \$30 (or \$20 for Farmers)	Final Vendor list and Market Map sent to Vendors	Market Day!
\$5 Late Fee added after 11:59 PM		\$15 Late Fee added after 11:59 PM			

Date Changes & Refunds:

- No refunds will be given for inclement weather or date cancellation.
- Vendors experiencing emergencies and unexpected circumstances may request a refund or payment credit.

If plans change and you will be missing a Market date, please send a courtesy email to vendorcoordinator@dentonmarket.org so we can make the necessary site map adjustments.

Late Fee FAQ:

- ALL Vendors (including Agricultural Producers + Farmers) will be responsible to pay the late fee if deadlines for payments are not met.
- The electricity fee (\$3/ market day) does not alter with the Late Fee adjustment.
- Vendors may continue to sign up for a market day anytime during the month.
- No refunds will be given for inclement weather or date cancellation.

SPECIAL HOLIDAY MARKET NON-MEMBER FEES

OUTDOOR HOLIDAY MARKET SPECIAL DAY FEE FOR ONE-TIME NON-MEMBER VENDORS: \$175 for Holiday Market (one day only), November 30th, 10x10 ft. space.

Space permitting; DCM Members have priority for attendance. Non-Member Vendors must submit a Vendor Application, meet DCM Vendor requirements, and must sign all documents. If accepted into the outdoor Holiday Market, then they will not be considered to be a DCM Member, and will not be considered as returning vendors for special benefits and pre-application period in 2019.

- Deadline to apply for the Holiday Market Special Day Fee: November 15, 2019



PERMANENT LOCATION VENDORS + DISCOUNT *FOR VENDORS*

The Market strives to reward vendor loyalty and consistent participation on Market days. To have a permanent booth location at the Market, you must plan to attend at least **3 Market days per month** or at least **25 out of 35 weeks (approx. 6 out of 8 months)**, April - November, and you pay the accumulated **\$15/day market day fee by check in advance**.

All vendors who pay ahead for **permanent locations** will also receive a **10% discount** of the accumulated market day fees, with the exception of Agricultural Producers + Farmers because of their discounted fee structure.

- If you join in May, you must attend all remaining Market days to receive the **10% discount**. No discounts will be given to vendors that join after June 1st. You may still submit advance payment for a permanent location.
- **The electricity fee and membership fee are not included in the discount.**
- Farmers may apply for an exception to the attendance requirement if they experience crop losses or other unpredictable agricultural hardships.

Benefits of paying market day fees in advance:

- Receive a permanent location for your booth
- Receive a **10% discount** of vendor fees

To receive the above benefits vendors must meet the following requirements:

- Participate in a minimum of three Market Days per month or 25 out of 35 weeks (approx. 6 out of 8 months).
- Pay the total **\$15/day** market day fees in advance for half of the 2019 season by check.
- Submit full Membership Fee by June 1st.

Booth Location Selection Windows

There are two deadlines during the season for selection and submission of a permanent location. The first deadline is **March 15th, 2019** to pay ahead for the Market months April - July, or the entire season April - November.

- The deadline to select a permanent vendor location and receive the 10% discount is **June 1st**.
- Vendors may pay booth fees in advance any time during the season to select an available permanent vendor location.
 - Vendors that do not meet the Permanent Location criteria will not receive the 10% discount.
 - A minimum of 12 payments (3 months, 12 Market days) (\$180) is required to obtain a permanent vendor location. The permanent location will be assigned for Market day booth fees paid in advance.
- Courtesy vendor locations may be considered for vendors that attend regularly, but do not meet permanent vendor criteria, or have special requests coordinated in advance with the Vendor Coordinator.

- A Mid-Season evaluation will take place July 24th and vendors may request changes to their permanent location. Advance payment for August – November is due **July 31st**.

	Deadline for Payment Received	Months of Market
Spring Window	March 15 th , 2019	April – July, or April - November
Fall Window	July 31 st , 2019	August - November

How to Pay for a Permanent Location

- Calculate the total day fees (Number of Market days x 15)
- Subtract the 10% discount (Total Day Fees x .1) (or calculate Number of Market Days x 13.5) (unless you are an Agricultural Producer + Farmer, or submitting payment after June 1st.)
- Submit a check to **PO Box 3057 Denton, TX 76202**
- Make checks payable to **Denton Community Market**

Selecting your Permanent Location:

On March 16th, 2019, the Vendor Coordinator will send an email to all vendors that have paid ahead for the **Spring Window** that includes the 2019 market site map. The vendors will select their first, second and third choices for their permanent booth location. The Vendor Coordinator will then place all vendors on the map with the intention to accommodate each vendor’s request and create a diverse Market space. The same will be done for the **Fall Window** on July 24th, 2019. Vendors from the Spring Window may request a booth location change before the final payment deadline July 31st.

Failure to give notice of nonattendance less than 2 days before Market Day 4 times in the Market season may result in removal from Maps, and/or forfeiture of permanent booth location. If vendor repeatedly cancels attendance without notification, then they will be removed from Market Maps until communication resumes with the Vendor Coordinator.



SHARING A BOOTH: 2 BUSINESSES & ARTIST GROUPS

2 BUSINESSES

Two vendors may share one 10x10 ft. booth space.

All items from all businesses must meet the requirements of “handmade” and “local” as defined in the Vendor Handbook.

Separate applications and application fees must be submitted for each business sharing a booth.

Each Business in the Shared Booth must submit a separate \$125 Membership Fee online.

- Vendors are sharing the \$15 daily booth fee, and this is coordinated between the two businesses.
- The Market Day fee is to be paid in one transaction.

- Each vendor in the shared booth has DCM Member benefits. If vendors decide to expand into separate booths, then they may begin to submit daily booth fees separately (in the full amount of \$15 per 10x10 ft. booth space).

Vendors sharing a booth cannot qualify for the permanent vendor location 10% discount, but may submit payment in advance for a permanent vendor location. **(Permanent Vendor Location deadlines and requirements still apply).**

Any changes to the businesses and status of sharing a booth should be communicated to the Vendor Coordinator. Any additions to items exhibited for sale will require review.

ARTIST GROUPS

Groups of Artists may join the Market as a collective or artist group and share booth space. An Artist Collective at the Denton Community Market is defined as a group of artists with an established working and business relationship that primarily work in fine arts, such as painting, pottery, sculpture, photography, design, printmaking, conceptual art, and mixed media.

All items must meet the requirements of “handmade” and “local” as defined in the Vendor Handbook.

The application is submitted with the Collective/Organization name, member contacts, and list of all items that may be sold at Market.

At least one artist from the collective must be present at the Market during market hours. The Artist Collective shares the Membership Fee, Daily Booth Fee, and Booth Space. The Artist Collective is considered to be one Member vendor, and is considered to be one vendor in Market promotions and benefits.

Vendors sharing a booth cannot qualify for the permanent vendor location 10% discount, but may submit payment in advance for a permanent vendor location. **(Permanent Vendor Location deadlines and requirements still apply).**

Any changes, additions, and alterations to the collective/cooperative should be communicated to the Vendor Coordinator. Any additions to items sold will require review.



AGRICULTURAL PRODUCERS + FARMERS



DENTON COMMUNITY MARKET CERTIFIED FARMERS

Agricultural Producers and Farmers are an integral part of the Denton Community Market. We welcome new and returning local and regional producers of agricultural products throughout the season. We offer reduced Membership and Booth Fee rates for farmers, open application time periods, and prioritize Agricultural Producer needs and suggestions.

Agricultural Producer / Farmer Defined:

- 75% of the vendor’s sales at the Market are from agricultural products.
- Any and all products are raised or produced on the farm and processed or manufactured on the farm.
- All agricultural products sold at the market shall be of merchantable quality.

- Agricultural Products are defined (in U.S. Code Title 7, Ch. 18, Section 451) as: agricultural (fruits and vegetables), horticultural (plants), vinicultural (wine), dairy products, livestock and the products thereof, products of poultry and bee raising (meats and honeys), edible products of forestry, and any and all products raised or produced on farms and its processed or manufactured products.
- At the current time, no alcoholic beverages are permitted on Denton County property. The Market is unable to accept wine producers.

Denton Community Market Certified Farmers:

The Denton Community Market Certified Farmers Program offers additional promotion and marketing for DCM Agricultural Producers that provide producer-only, locally-grown, high quality agricultural products that are grown and/or raised with sustainable practices.

The Denton Community Market strives to educate the Denton community and Market guests regarding the Good Farming Practices, sustainable methods, and high quality locally-produced items offered by Agricultural Producers at the Denton Community Market.

All Agricultural Producers accepted into the Denton Community Market become DCM Certified Farmers who strive to meet all Denton Community Market Vendor criteria and sustain Good Farming Practices for their agricultural products.

Promotion of **Good Farming Practices** for health and safety expected by the Denton Community Market vendors are: sustainable growing practices; only organic amendments and pest control methods; safe and clean work environments; and humane animal raising practices and processing.

Examples of Sustainable Farming Practices include:

- **Permaculture:** design system with principles and ethics applied to promote humans living in harmony with the natural world.
- **Biodynamic:** incorporates ecological and holistic growing practices based on the philosophy of Anthroposophy, and the importance of natural phenomena of the cosmos.
- **Aquaponics/Hydroponics:** Growing plants without soil, and nourish plants with nutrients via water.
- **Urban Agriculture:** localizing our food system, including in cities. Various techniques including backyard farms, community gardens, rooftop gardens, urban greenhouses, and more.
- **Agroforestry:** growing trees and shrubs amongst crops or grazing land. Combines agriculture and forestry for long-term sustainability.
- **Natural Animal Raising:** Pasture raised and animals are able to graze openly in healthier and sustainable environments.

New Agricultural Producer / Farmer Defined: An Agricultural Producer or Farmer that did not participate in the previous seasons of the Denton Community Market.

Benefits of joining the Denton Community Market as a Farmer:

- **First Day Free!** First time farmers at the Market get their first day booth fee waived!
- Option to contribute/join the **Farmer’s Working Group** to advise the Market on the needs of Farmers like you!
- Booth location in the premium **Farmer’s District**
- Two payment options are available for Farmers who sign up for the Market. You choose what works best for you!

FARMER PAYMENT OPTIONS

	Membership Fee	Day Fee
Option 1 – Best for Regular Attendance	\$90	\$5
Option 2 – Best for intermittent Attendance	\$20	\$15

Agricultural Producers + Farmers cannot qualify for the permanent vendor location 10% discount, but may submit payment in advance for a permanent vendor location (**Permanent Vendor Location deadlines and requirements still apply**).

Local Agricultural Producers + Farmer Products:

- The Denton Community Market is a local market. Only products produced/created within a 100-mile radius of the City of Denton are allowed to be offered for sale.
- Limited exceptions, however, may be granted for agricultural products that are not available locally on a case-by-case basis.
- The Market will review vendor applications based upon product type, current number of vendors selling similar products, product quality, and product quantities (see above). With the exception of agricultural products, the Market strives to have no more than 3 vendors selling very similar items. This is determined on a case-by-case basis by Market staff.
 - Some categories may exceed 3 vendors selling similar items if customer demand is high. (Ex: Produce, eggs, honey)
 - Some categories may be limited to less than 3 if additional vendors with similar items can severely impact the sales of a returning, permanent status, agricultural producer. (Ex. Micro Greens)
 - Agricultural producers are encouraged to communicate with each other in order to provide a diverse spectrum of offerings for customers and improve Farmers' Market sales.

***POLICY* Apply for Outside Product Exemption:**

- Outside Product Exemptions are only applicable for Agricultural Producers and products.
- To sell a product that you produce that is outside the 100-mile radius of Denton, your product must first be approved by both the Farmer's Working Group and the Denton Community Market Board of Directors.
- To apply for an exemption, contact Executive Director of the Market and Farmer's Working Group Chair, Vicki Oppenheim: planner@dentonmarket.org



**AGRICULTURAL/FARM COLLECTIVES & COOPERATIVES
(2-4 BUSINESSES)**

Agricultural Producers and Farmer Vendors may form a collective/cooperative of 2-4 agricultural businesses to share Membership fees, Booth fees, and booth space (more than 1 booth space permitted). Collectives and Cooperatives are intended to act as start-up support and small farm incubation promotion.

All items sold at the Cooperative/Collective Booth must meet the requirements of "agricultural producer/ farmer", "handmade", and "local" as defined in the Vendor Handbook.

Each individual agricultural producer/farm will submit an individual vendor application.

The title of the collective/cooperative and all businesses represented in the collective/cooperative must be listed on the vendor application.

- Submit your Vendor Application with your individual Farm Name
- There is an additional space to note your Shared Business/Collective/Cooperative Name

All items must be approved by the Denton Community Market, and meet any additional City of Denton and/or State of Texas permit requirements.

The Collective/Cooperative will **submit a \$180 Membership Fee**. Members of the Collective/Cooperative share the \$5 Day Fee per 10 x 10 ft. booth space (multiple booths permitted). Each Agricultural Producer in the Collective/Cooperative has DCM Member and DCM Certified Farmer benefits.

Any changes, additions, and alterations to the collective/cooperative should be communicated to the Vendor Coordinator. Any additions to items sold will require review.



COTTAGE FOOD VENDORS



DENTON COMMUNITY MARKET COTTAGE FOOD

- Cottage Food Vendors at the Denton Community Market are encouraged to use high quality and organic ingredients.
- Cottage Food Vendors are **required** to be familiar with and comply with all current aspects of the Texas Cottage Food Law:
 - <https://www.dshs.texas.gov/foodestablishments/cottagefood/Frequently-Asked-Questions-about-Cottage-Food-Production-Operations.pdf>
 - <http://texascottagefoodlaw.com/>
 - <http://texascottagefoodlaw.com/FAQ>
- Any Cottage Food Vendor that is non-compliant with the Texas Cottage Food Law, mislabels, or falsely advertises food products may have their DCM Membership revoked without refund.
- Cottage Food Vendors are required to have a valid Texas Food Handler Certificate (\$7-10 Fee).
- The class and certificate is taken online: <https://dentontx.foodhandlerclasses.com/>
- The Texas Food Handlers Certificate lasts 2 years.
- **Please email an image of the Food Handler Card to the Vendor Coordinator with your vendor application, before your first Market day.**
(vendorcoordinator@dentonmarket.org)

Cottage Food Vendors may sell the following items:

<http://texascottagefoodlaw.com/Resources/Allowed-Foods>

- Baked goods that do not require refrigeration
- Cakes, cookies, breads, pastries and pies
- Nuts and unroasted nut butters
- Fruit butters, jams and jellies
- Dehydrated fruits, vegetables and beans
- Popcorn and popcorn snacks
- Granola and cereal
- Candy
- Roasted coffee
- Tea, herbs and herb mixes
- Dry mixes
- Pickles
- Vinegars and Mustards

Cottage Food Vendors must follow all labeling requirements of the State of Texas:

<http://texascottagefoodlaw.com/Resources/Sample-Label>

- Name and physical address of the Cottage Food producer
- Name of the product: ex. “chocolate chip cookies”
- List of major allergens in the product including: “wheat, dairy, nuts, peanuts, eggs”
- Statement of non-inspection: “This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department.”

Cottage Food Vendors must follow all labeling requirements of the **Denton Community Market**

- List of all possible allergens in the product, including corn: “**corn, soy, wheat, dairy, nuts, peanuts, eggs**”.
- Specific allergens in individual products are to be noted (circled or highlighted).

Ingredient List:

- A full list of ingredients must be available to the consumer at all times; this includes an ingredient list of the ingredients. Ex: Baking powder (cornstarch, sodium bicarbonate)
- Please have a binder that is always available upon request that includes a list of all cottage food items in your booth and all ingredients.



WHY DO WE REQUIRE THE INGREDIENT LIST?

Why do we require a list of all ingredients and their ingredients? This requirement is primarily for allergen concerns. We want our visitors to be informed about the ingredients in your products so they can make informed buying choices. The consumers know the many names that their allergen is known by, but as the producer you may not. For example, did you know that caramel color and citric acid are made from industrial corn? Did you know that baking powder can contain wheat and corn; and margarine can contain corn? Thank you for helping make the Market a place that consumers can make informed food choices.

Read the Cottage Food Law (HB #970):

<http://www.legis.state.tx.us/tlodocs/83R/billtext/html/HB00970F.htm>

For more information on Cottage Food products and practices:

- <http://www.dshs.texas.gov/foodestablishments/cottagefood/faq.aspx>
- <http://farmandranchfreedom.org/texas-cottage-foods-law-2013-faq/>

Allergen information:

Celiac Disease / Wheat/Gluten: <https://celiac.org/about-celiac-disease/what-is-celiac-disease/>

Corn: <https://www.webmd.com/allergies/corn-allergies-facts#1>

Lactose Intolerance / Dairy: <https://www.webmd.com/digestive-disorders/lactose-intolerance-or-dairy-allergy#1>

Nuts / Peanuts: <https://www.webmd.com/allergies/nut-allergy#1> /

<https://www.webmd.com/allergies/peanut-allergy#1>

Soy: <https://www.foodallergy.org/common-allergens/soy>

Eggs: <https://www.foodallergy.org/common-allergens/egg>

Vegan/ Gluten Free/ Specialty Labels:

Foods labeled and presented as Vegan, Gluten-free, Organic, Non-GMO, Allergen-free, Kosher, etc. should be safe from cross-contamination at all times (processing, packaging, transport, delivery) and follow proper labeling requirements.

<https://www.fda.gov/Food/IngredientsPackagingLabeling/FoodAllergens/default.htm>

<https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Allergens/ucm106890.htm>



FOOD VENDORS & FOOD TRUCKS

Vendors who prepare food on-site at the Market, in a food truck or prepare items that are not listed on the cottage food list must obtain a health permit from the **City of Denton's Consumer Health Department**.

Food Vendors (that are not Food Trucks) are required to obtain the Community Market **Food Establishment Permit**. It can be found online at:

<https://www.cityofdenton.com/business/permits-licenses/health-permits/application-forms>

Farmers Market Application:

<https://www.cityofdenton.com/CoD/media/City-of-Denton/Business/Permits%20and%20Licenses/Farmers-Market-Application.pdf>

Any Prepared Food Vendor that is non-compliant with the local food permit requirements, mislabels, or falsely advertises food products may have their DCM Membership revoked without refund.

Market Drink Rules:

- Commercial drinks in plastic bottles or aluminum cans are not allowed for sale at the Market. Examples of these items are: Coke, Sprite, Odwalla, Jones Soda, Hansen's, etc.
- Bottled Water is permitted.
- Food vendors may make their own drinks or partner with a local drink vendor who makes drinks.

Information Needed for Health Permit:

Market Coordinator: Rachel Weaver

Phone Number: (940) 268 - 4326

Market Address: 317 W. Mulberry St., Denton, TX 76201

Market Hours: 9:00 a.m. - 1:00 p.m./ 8:00 a.m. - 12:00 p.m. (Summer).

The health permit must be received no less than 2 days before the Market. It is suggested to submit your health permit 14 days before the Market Day in which you wish to participate.

Community Market Food Establishment Permit Costs: **\$240 annual** or **\$40 monthly**.

The total market season is eight months: April - November 2019.

Food Trucks are required to obtain the Mobile Food Establishment Permit or Pushcart Permit that is appropriate for their Mobile Food Preparation Vehicle (MFPV).

<https://www.cityofdenton.com/CoD/media/City-of-Denton/Business/Permits%20and%20Licenses/Food-Truck-Application-checklist.pdf>

- Class I: Limited Food Establishment (**\$175 Annual Fee**)
- Class II: Mobile Food Establishment (**\$310 Annual Fee**)
- Class III: General Service Pushcart (**\$175 Annual Fee**)
- Class IV: Limited Service Pushcart (**\$75 Annual Fee**)

Please email an image of the required City of Denton permits to the Vendor Coordinator before your first Market day. (vendorcoordinator@dentonmarket.org)

Please submit payment for electricity on time, or plan to provide your own generator for electricity. At this time, Food Trucks are responsible for supplying their own power (via generators).

Please review the required hand washing station guidelines from the City of Denton.

Foods labeled and presented as Vegan, Gluten-free, Organic, Non-GMO, Allergen-free, Kosher, etc. should be safe from cross-contamination at all times (processing, packaging, transport, delivery) and follow proper labeling requirements.

<https://www.fda.gov/Food/IngredientsPackagingLabeling/FoodAllergens/default.htm>

<https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Allergens/ucm106890.htm>

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COMMUNITY GROUPS & LOCAL BUSINESSES

The Denton Community Market accepts community groups, non-profits, and local businesses into the Market pending Application review. The Denton Community Market limits the number of local businesses and non-profit organizations at the Market.

Community groups and local businesses that want to participate in the Denton Community Market are **required to submit a Local Business/Organization Vendor Application, a \$25 Application Fee, and meet all Market guidelines and requirements. Applications are reviewed and acceptance is determined on a case-by-case basis by Market staff.**

LOCAL BUSINESS PROMOTION WITH ACTIVITY

- No Attendance limits
- 10x10 ft. booth space
- Must join at the Member level (\$125 Membership/ \$15 Day Fee)
- Business must provide a community activity at the Market during their attendance.
 - Examples include educational materials, kids craft activities, simple games, community art services that charge a direct fee (see below for details).
- The Market reserves the right to limit the number of Local Business Promotion Booths at Market days.

NON-PROFIT ORGANIZATIONS & COMMUNITY GROUPS

- Applications are reviewed on a case-by-case basis by Market staff.
- Membership Fee and Day Fees may be required after review by Market staff.
 - If the Non-profit or Community Group sells any products or items, then they will be required to pay at least the Daily Booth Fee (\$15).
- It is recommended an activity or service is provided by the organization/group.
- Limits in this category may be placed upon review by Market staff.
- Non-profit vendors are not permitted to fundraise or solicit direct donations at Market.

Community groups and local businesses should provide their own awnings, tables, or chairs. They will be required to pay the rental fees if they request to use Market equipment (see *Appendix*). Vendor Training is required for limited vendors. The Vendor Handbook is required reading in preparation of Market Days.

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COMMUNITY ART SERVICES

Community art services (freelance artists that work for tips: face painting, caricatures, balloon art, etc.) are required to **submit a Local Business Application, a \$25 Application Fee, and meet all Market guidelines.**

If you directly charge for your art services, then you are subject to the **'Local Business Promotion with Activity'** guidelines and membership requirements. See above.

Acceptance to the Market and requirement for Membership and Daily Booth Fees will be determined on a case-by-case basis by Market Staff.

Community art services should provide their own awnings, tables, or chairs. They will be required to pay the rental fees if they require Market equipment (see *Appendix*).

Community Art Services such as balloon twisting, caricatures, or other services that do not require 10x10 ft. space may be exempt from the Table & Chair requirements pending Application review.



PET DISTRICT

The Denton Community Market is a pet-friendly outdoor Market. The Pet District features a pet friendly environment of water bowls, seating, shade, and a play area for our furry friends! The Pet District features local pet product vendors including: natural dog treats, handmade collars, toys and accessories, and pet friendly organizations.

Pet Product vendors will be placed in and around the Pet District unless otherwise stated in their Vendor Application.

Pet District activities and local pet organizations should submit applications and follow all Market guidelines as described above.

Food Product vendors will not be placed near the Pet District unless requested, or Market circumstances (high vendor attendance, special activity placement) require close proximity.



SUPPORT FOR VENDORS



SOCIAL MEDIA PACKAGE

\$90 for 1 week enhanced "Vendor of the Week" feature. This **optional** package is paid in **addition** to all other fees.

33 Packages available (Opening Day and Holiday Market not available for social media packages).

Vendors select potential dates in their Vendor Application. Market staff approves dates and notifies vendors. Social Media Package requests made after application submission should be directed to the Executive Director (planner@dentonmarket.org) and Vendor Coordinator (vendorcoordinator@dentonmarket.org).

Social Media Package includes:

- Enhanced write up and Vendor Feature in the DCM weekly Newsletter for the week selected:
 - 1,000+ Subscribers
 - Additional photos (more than 3)
 - Additional information
- Five (5) posts (with images) on Social Media throughout the selected week: DCM Facebook Page (13K followers), Twitter (3k+ followers), and Instagram (4k+ followers).
 - The Newsletter posting day (Thursdays) is one of the five posts (1K+ subscribers).
- Vendor product samples may be placed in a limited table space (approximately 2x3 ft.) within the DCM Booth during Market Day the week of selected package date. Guests will be directed to your booth for purchases.



DENTON COMMUNITY MARKET POLICIES



RELIGIOUS AND POLITICAL ORGANIZATIONS

The Denton Community Market is a non-partisan, secular, 501(c)(3) non-profit organization. The federal tax code prohibits partisan political activities and/or religious affiliations by 501(c)(3) charitable organizations. Partisan or religious organizations, solicitors, candidates, or other representatives of unapproved organizations will be asked to stop any prohibited activities or be asked to leave the Market if they do not stop prohibited activities.

The Denton Community Market does not allow organizations with a political or religious affiliation to join the Market as vendors. We welcome visitors of all political and religious backgrounds and want everyone to feel welcome at the Market.



DENTON COUNTY BUILDING USAGE

The Denton Community Market is approved for building usage at the Historical Park of Denton County by the Denton County Commissioners' Court. The Denton Community Market has the authority to enforce building usage rules during Market usage on Saturdays, April through November. The Denton County Building Use Policy can be accessed here: <https://dentoncounty.com/-/media/Corporate/DentonCounty/PDFs/Building-Use-Policy.pdf?la=en>

No unapproved vendors, solicitors, or informational flyers are permitted during the Denton Community Market. Unapproved vendors, solicitors, and organizations will be asked to stop the prohibited activity and/or leave the Market site.





VENDOR MEMBERS ON THE BOARD OF DIRECTORS

Vendors who are members of the Board of Directors will not receive special consideration for vendor spaces, vendor approvals, individual business promotion, or other decisions made by Staff or the Board of Directors related to their individual businesses. These rules apply to all vendors who are member of the Market, unless there are extenuating circumstances, such as physical disabilities or illness, emergencies, agricultural loss, or hardships as outlined in the Vendor Handbook, rules, and/or Vendor Applications.



THE FINE PRINT

The vendor application and handbook are effective for the entire market season (April – November) in which the vendor is applying unless revoked sooner for a cause due to the vendor’s violation of the contract.

The vendor application is not transferable. If a business changes ownership a renewal application must be submitted for approval.

By submitting a vendor application, the applicant agrees to the Product Authenticity and Radius Requirement Agreement, the Waiver and Hold Harmless Agreement, Rules and Guidelines of the Denton Community Market, and the requirements listed in the Denton Community Market Vendor Handbook.

Expected Professionalism of Vendors:

The Denton Community market strives to create a strong and collaborative vendor community. Vendors are expected to act professionally and to treat other vendors, visitors, staff, and Market officials with respect. Statements or actions construed as disparaging or detrimental to the Market and its operations, as determined by the Market Director, will be grounds for revocation of vendor membership status.

Waiver and Hold Harmless Agreement:

I agree to the rules of the Denton Community Market as outlined in the Vendor Handbook.

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH YOUR APPLICATION AND APPROVAL AS A VENDOR FOR DENTON COMMUNITY MARKET, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of being permitted to participate as a Vendor in Denton Community Market (hereafter known as “DCM”) on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you, you understand that:

1. You represent and warrant to DCM that you have full legal authority and capacity to complete the application, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are applying, (the “Vendor Parties”), including authority to make use of the credit or debit card to which fees will be charged. As used in this Agreement and Waiver, (a) DCM means and includes DCM, its directors and members; and (b) ” you” or “your” means and includes you (as an individual) and your employees and agents, suppliers, volunteers, and family members and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights.

To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and/or on behalf of another employee or volunteers of Vendor agrees to indemnify, defend, and hold DCM harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees and associated expenses) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Vendor is found by a court of competent jurisdiction to not be bound by the terms and conditions of this Agreement and Waiver. In addition, if despite this Agreement and Waiver, any of the Vendor Parties makes a claim against DCM, you agree, immediately upon request or demand by DCM, to defend, indemnify, and hold DCM harmless from all Liabilities which may be incurred as the result of such claim.

2. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR APPLICATION, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE MARKET, DURING THE MARKET, AND WHILE YOU ARE ON THE MARKET SITE, YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE MARKET, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, CONTACT WITH OTHERS, ACTS OR OMISSIONS OF OTHER VENDORS OR SHOPPERS, OR EFFECT OF WEATHER.

3. You agree to observe and obey all posted rules and warning, to follow any instructions or directions provided to you by DCM and to abide by any decision of any Market official relative to your ability to safely participate in or attend the Market. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Market and to obey all applicable laws while participating in or attending the Market. This includes, generally, respect for other people, equipment, facilities or property. You agree that DCM officials may dismiss you, without refund, should your behavior, in the opinion of DCM, endanger the safety of or negatively affect the Market. You understand and agree that DCM is not responsible for any personal item or property that is lost, damaged, or stolen at the Market. You understand and agree that DCM reserves the right to cancel the Market in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of participants and/or visitors. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment. You agree to hold DCM harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature, related to any cancellation or disruption of the Market.

4. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE DCM AND ALL OTHER PERSONS ASSOCIATED WITH THE MARKET, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR APPLICATION AND/OR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES OR THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES.

DCM SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF DCM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, DCM WILL NOT BE RESPONSIBLE FOR (A) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE DCM; (B) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY DCM; (C) PERSONAL INJURY; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY AT THE DCM SITE; (E) ANY OTHER MATTER RELATING TO THE DCM SITE OR SERVICES; OR

(F) YOUR PARTICIPATION IN THE MARKET. YOU AGREE THAT DCM'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY DCM FROM YOU. NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING DCM'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.

5. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DCM AND ALL OTHER PERSONS ASSOCIATED WITH THE MARKET, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF WAIVER AND/OR THE TERMS OF USE INCLUDED IN THE VENDOR HANDBOOK.

6. You agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

7. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL RELATED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

POSSIBLE INCLUSIONS:

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

I grant permission to the DCM, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of the DCM.

Applicant's signature
(Electronic signature received via
Vendor Application)

Date

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**THANK YOU FOR READING THE 2019 VENDOR HANDBOOK,
PLEASE LET US KNOW IF YOU HAVE ANY QUESTIONS.
THANK YOU FOR CHOOSING THE DENTON COMMUNITY MARKET!**

VICKI OPPENHEIM
EXECUTIVE DIRECTOR, PRESIDENT, CO-FOUNDER
Denton Community Market

planner@dentonmarket.org
940.367.8029

RACHEL WEAVER
MARKET VENDOR COORDINATOR
Denton Community Market

vendorcoordinator@dentonmarket.org
940.268.4326



APPENDIX: DENTON COMMUNITY MARKET VENDOR INFORMATION



ELECTRICITY

- Electricity is available on a first-come-first-serve basis
- The cost of electricity is **\$3 / market day: to be paid in advance with booth fee.**
- **Vendors must provide their own extension cord**
- Vendors should use **12 gauge cords**, and for larger equipment such as fridges and cooking items, this is a safety requirement.
- Proximity to electricity will be considered when determining your booth placement
- All electric cords should be run along the ground together behind vendor booths
- In walkways, all electric cords should be placed under the shared cable cover



AWNINGS, TABLES & CHAIRS

- Vendors are responsible for providing their own awning, tables and chairs.
- All items must fit within the 10x10 booth space.
- **Tables are required.** Awnings are highly recommended.
- Awnings need to be secured to the grass with large stakes and/or heavy weights.
- **Large stakes and/or heavy weights (at least 4 at 10 lbs. or more) are required to use awnings;** if vendor does not have stakes/weights, stakes are available for purchase in the Market's info booth for **\$1 per stake (first come, first serve).**
- **Please Note:** Market may require no awnings be used on high wind days.
- **Please Note:** Market may require no awnings be used if the vendor does not have proper stakes or weights.
- **Please Note:** Small stakes may not be used. Large stakes are required. Weights must be 10 lbs. each (x 4)

Equipment Rental

- Equipment rental is available on a first-come-first-serve basis
- Limited number of Awnings are available for a **\$20 rental fee** per market day
- Limited number of Tables (six feet long) are available for a **\$10 rental fee** per market day
- Chairs are available for a **\$5 rental fee** per market day



MARKET DAYS, BOOTHS, SET-UP, & TAKE-DOWN

WEATHER POLICIES

The Denton Community Market is an outdoor Market.

Commercial General Liability Insurance can protect your business and the Denton Community Market in the event of accidents due to weather.

Rainy Day Policy:

- The Denton Community Market does not have any indoor or covered options to move Markets during inclement weather.
- If the Market green space is too wet, then we set up with the Rainy Day Market Map in the Parking Lot.
- If there is thunder, lightning, high winds, and/or severe weather, then we are required to cancel Market.

Windy Day Policy:

- On days with high winds or days with gusts, all freestanding display racks, sandwich boards, and shelves must be secured with stakes or weights. If this is not feasible, none of these items will be permitted. Please assess the weather conditions when setting up your booths.
- If the wind starts to destabilize canopies or other display items, all vendors will be required to take down canopies and remove free-standing display items for the remainder of the Market day.
- In severe situations, the Market will close early.

No refunds or payment transfers are provided in the event of Market cancellation.

BOOTHS

- A Vendor/Business may request more than one 10 x 10 ft. booth space
 - This needs to be listed on the Vendor Application and communicated to the Vendor Coordinator
 - **Market Day Fees** are submitted for **each** 10 x 10 ft. booth space that is utilized
- Vendors that use multiple spaces may be temporarily limited to 1 booth space if the Market Vendor attendance is high during special Market events.

SET-UP

- Vendors must be completely **set up and ready** for visitors at **9:00 a.m.** on Market days (**8:00 a.m.** on Summer Hour Market days).
- Vendors may arrive to the Market site as early as 6:00 a.m. on Market day.
- Market Staff will be on-site at **7:00 a.m.** on Market day, **6:30 a.m.** on Summer Hour Market days.

MARKET DAYS – VENDOR SERVICES

- Vendors may ask Market staff or volunteers to watch their booth, as needed.
- Complimentary water is always available at the Market Booth.
- Wooden Tokens (\$5)* are available for Market guests:
 - Guests may use their debit/credit card at the DCM Info Booth and receive \$5 Wooden Tokens back in their requested quantity (\$5 increments, transaction fees apply).
 - The \$5 Wooden Tokens may be used at ANY Market Booth and act as cash.

- This service is available for vendors that do not accept credit card transactions (via Square, PayPal, Stripe, etc.), but \$5 Wooden Tokens may be redeemed with any vendor.
- *The \$5 Wooden Tokens are different from the \$1 SNAP Tokens that may only be accepted for qualified purchases.
- Vendors may bring Wooden Tokens to the DCM Info Booth at the end of the Market Day to be redeemed (via check).

TAKE-DOWN

- Vendors may begin take-down at 1:00 p.m. (12:00 p.m. on Summer Market Days).
- Any rented equipment should be returned to the DCM before 1:30 pm.
- Trash and recycling is to be deposited in the temporary Market bins located throughout the Market site (Avoid trash overflow in County trash cans)
- Vendors are responsible for disposing of their own trash/recycling.



DESIGNATED VENDOR PARKING AREA

- There is no overnight parking in the County parking lot adjacent to the Market site.
- By 8:50 a.m. (7:50 a.m. on Summer Market Days) all vendor vehicles must be moved from the loading area to the designated vendor parking lot.
- Loading zones only (not parking areas) include all on-street and perimeter parking at the Market site, excluding the handicapped parking spaces.
 - Food Truck parking area is **not** a loading zone between 7:30 a.m. – 1:00 p.m.
- Do not use the handicapped parking spaces as a loading zone.
- Vendors should first park in the City of Denton parking lot on Mulberry St.
- On-street parking is not allowed, unless you are transporting a trailer.
- Parking in the Joseph A. Carroll Building (across Mulberry St. from the Market site) parking lot is not allowed.
- Parking in the lot that surrounds the greenspace area is not allowed.
 - The surrounding parking lots are reserved for Market customer parking.
 - Vendors may not park in Food Truck parking area
- Parking near Carroll Blvd is not allowed – that space is reserved.
 - Vendors may not park in the Denton County Farmers Market area