

2017 Market Rules & Regulations

MARKET LOCATION

The Market location for the 2017 season will be announced in early March.

DAYS AND HOURS OF OPERATION

Acton Local Market is held the second and fourth Saturdays, April through September, from 8 a.m. to 12 p.m. Market dates for 2017 are April 8, April 22, May 13, May 27, June 10, June 24, July 8, July 22, August 12, August 26, September 9, and September 23.

CANCELLATIONS AND INCLEMENT WEATHER

While Acton Local Market strives to be a "rain or shine" market that the community can rely on, we take a common sense approach to inclement weather. For the safety of vendors and customers, ALM may delay start time, or request that vendors break-down early. In extreme cases, the market may be canceled. Such decisions are at the sole discretion of the market manager and will be communicated to vendors in the most expedient way possible.

Vendor Cancellations:

All Vendors: If you do not plan to participate in a market, 48-hour notice prior to scheduled market date is required.

NO DISTRIBUTORS

Acton Local Market excludes vendors with distributed product as their primary product line. All vendors must make or grow at least 75% of what they sell. The remaining 25% of items offered may be distributed goods, provided that they support the primary product line. Failure to adhere to the 75/25 rule will result in vendor termination. Vendors must disclose Corporate Ownership/ Identity of their business with their application to Acton Local Market.

In limited circumstances, farmers may bring the produce of other farmers only with Market Manager approval. In such cases produce shall be clearly marked with information to the consumer about where the produce is grown and who grew it.

ACCEPTED PRODUCTS

Acton Local Market accepts food vendors from the following categories:

Farmers and growers of vegetables, fruits, nuts, seeds, grains, and horticultural plants and goods. Such products must be of merchantable quality. Growing facilities must be located within Texas and not farther than 150 miles from the Market.

Specialty Foods, including baked goods, candies, jams, jellies, spices, condiments, cheeses, eggs, milk, honey, meats, and pasta.

Acton Local Market also accepts hand-crafted items, subject to review by ALM Jury.

ALM strives to maintain a balance between these vendor types, however, no fewer than two vendors shall be farmers/growers.

Vendors are accepted for the product line indicated on the vendor application. Any change to the product line during the season must be approved by the designated Market representative. Adherence to the approved product line will be monitored at each market by the market manager.

HAND-CRAFTED ITEMS JURY

Applying to Acton Local Market (ALM) and paying the application fee does not guarantee participation in the market. All ALM markets are juried events.

Non-Food Vendors Must Submit Photos: Due to the high volume of applicants to ALM, Hand-crafted items/Non-food vendors must submit pictures of their work along with the application and nonrefundable application fee. Pictures and applications will be reviewed by the ALM jury to determine eligibility and schedule. ALM will send an acceptance or rejection letter based on the decision of the jury. New vendors will be given one trial market before scheduling additional markets.

VENDOR FEES

Nonrefundable 2017 Membership Fee:

All vendors: \$40 for the season

Booth Fees:

The ALM board of directors will classify each vendor as "primarily food" or "non-food," based on the product line submitted on the market application and subject to verification at each market.

Primarily Food Vendors: \$5 per market; Non-food Vendors: \$10 per market. Two pre-pay options are available: all 12 market-days for \$40/\$80; Any six market-days for \$22.50/\$45.

ELECTRICITY

Electricity is reserved for vendors selling potentially hazardous foods, and is available on a limited, first come-first served basis. Vendors should indicate the need for electricity on their application.

No heaters or fans in booth: Electricity is NOT available for heaters and fans, or other appliances, unless pre-approved by market managers. Electrical cords must be carefully covered for safety.

BOOTH SPACE

A standard vendor space is 10' x 10'. A vendor is not required to but may erect a tent over their assigned space. The tent should be limited to 10' x 10'. Designation and allocation of vendor spaces are solely the responsibility and at the discretion of the market representative. While market managers make every attempt to maintain the same booth space for designated vendors, there is no guarantee that any vendor will receive the same spot at every market. Spaces shall be sold as the applications are received and approved, until the market is at capacity. Vendors needing electricity will be in a designated area of the market. If more than the 10' x 10' space is needed, vendors must get approval before market day and additional fees will apply.

SETUP

Vendors must supply their own tents, tent weights, tables, chairs, signage, refrigeration, extension cords and power strips, storage, and all materials and containers for customer sales.

Market staff and volunteers are available to assist vendors throughout the market, however vendors must be prepared to set-up and break down supplies and be able to remove their own trash and manage supplies and products without the assistance of market staff. If assistance is needed, please notify market staff in advance of the day.

Vendors may begin arriving at 6:00 AM to set up and be ready to greet their customers for the opening of the market at 8:00 AM. Vendors must be completely set-up and must move vehicles out of market layout by 7:50 AM at the latest.

TENT

A vendor is not required to but may erect a tent over their assigned space. The tent should be limited to 10' x 10'. If a tent is erected, each leg of the tent must be weighted with a minimum of 25 pounds. The weights must be tied securely to the tent with strong rope or bungees.

If any tent is not properly weighted-down in accordance with these rules, the tent must be immediately taken down at the request of a representative of the Acton Local Market. There are no exceptions to this rule. If wind reaches 15 mph or over, market representatives will ask vendors to remove tent canopy, leaving tent frame.

TRASH/RECYCLING

Trash cans on-site are for customers only. Vendors must remove all trash and recycling from their booth and are responsible for taking their own trash and recycling with them from the market.

Vendors may not use dumpsters and/ or trash cans located at market to dispose of vendor trash/boxes, used jars, serving utensils, or any other trash.

VENDOR PROPERTY

No unattended merchandise, tents or supplies: Vendor products & supplies, including merchandise, tents and tables, must at all times be attended by Vendor or an employee or representative of the Vendor.

Merchandise and supplies may not be dropped off prior to market without any Vendor representative.

Property left unattended will be forfeited by vendor and become the property of Acton Local Market.

PARKING

Vendors will park in designated areas.

PRODUCT PRICING

Vendors shall determine the pricing of their products. Price fixing is not allowed and will result in a vendor being expelled from the market.

NO SMOKING

No smoking is allowed inside or near the market area. Open flames and/or coals are not allowed at the market.

SALES TAX AND PERMIT

Vendors shall, if applicable, have a Sales Tax Certificate or any applicable licenses and permits available for inspection at their market booth. It is the vendor's responsibility to comply with the State Comptroller's requirements for any products sold at all Acton Local Market locations.

INSURANCE/INDEMNITY

Vendors shall be solely responsible for damages resulting from the sale of unsafe or unsound goods at the market.

All vendors must either A) name Acton Local Market as additional insured on their general product liability policy or B) complete an Indemnity Agreement. This Indemnity Agreement is located in the signature page of each application. By applying to sell at ALM markets, vendor is expressly agreeing to this condition.

FOOD SAFETY

Vendors are responsible for obtaining all applicable licenses and permits. Vendors shall comply with all applicable State of Texas and federal ordinances and/or regulations regarding permits, sampling, and safe handling of potentially hazardous foods.

Must Provide Permits: Vendors must provide a clear copy of any applicable permits such as but not limited to Food Handler Certificate, Certificate of Commercial Kitchen, Floral Permit. Vendors shall also keep all applicable permits on site during markets.

Cottage Law applicants must provide a clear copy of the following: 1) a copy of cottage law compliant label and Food Handler Certificate.

Vendors Of Potentially Hazardous Foods – including but not limited to meats, cheese, eggs, milk products, and certain manufactured foods needing temperature control – will need a Temporary Food Establishment Permit from the Texas Department of State Health Services. Vendor shall provide a clear copy of the permit from DSHS to the Acton Local Market.

INSPECTIONS

Acton Local Market staff may visit a vendor's farm or place of production.

REVISIONS

The market shall reserve the right to revise the Market Rules and Regulations at any time and shall give fair notice of such revision to vendors.

VENDOR CONDUCT

All 2017 Vendors at Acton Local Market are strongly encouraged to participate in all surveys and questionnaires related to ALM data collection and evaluation project, including the Weekly Revenue Surveys handed out at each market.

Vendors are required to conduct their business and communications with Market Staff, Customers, other Vendors, and any other Market Representative, in a professional manner. Unprofessional, impolite or other disagreeable behavior to any market representative, vendor or customer will not be tolerated. If a Vendor is rude, ill-mannered, unprofessional, or difficult to work with, or receives excessive complaints from a customer, market staff, or other vendors, or if a vendor fails to follow any of the foregoing Rules and Regulations, the Market may terminate its relationship with that Vendor at any time at the full discretion of the Market or its Representative.

VENDOR DEFAULT

Violation of any provision of the Rules and Regulations shall be a material breach and default by the vendor. The Market Representative shall reserve the right to cancel any Vendor's participation at any time if and when the Vendor shall be found to be in violation of any market rule or eligibility requirements.

AGREEMENT TO BE BOUND BY RULES AND REGULATIONS

All persons wanting to sell at the Acton Local Market must agree to the terms of these rules and show their agreement by signing the application and submitting other required forms, wherever applicable.