



A Project of Sustainable Food Center

Version 4.1

Updated March 2022

SFC FM POLICY MANUAL

Sustainable Food Center
Farmers' Market Policy Manual
Version 4.1 Updated March 2022

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1 PURPOSE

This document details the policies and procedures used by Sustainable Food Center (SFC) to help guide those involved in operating farmers' markets run by SFC. This document also defines who classifies as a vendor and non-vendor and lists the rules and regulations they must follow to operate at an SFC Farmers' Market.

2 ABOUT SUSTAINABLE FOOD CENTER

2.1 History, Mission, and Goals

Sustainable Food Center is a 501(c)(3) nonprofit organization serving Austin and the Central Texas region. SFC was founded in 1993, with roots dating back to 1975 as Austin Community Gardens. Our mission as Sustainable Food Center is to transform the food system to nourish our health, land, and livelihood. We envision a just, equitable, and regenerative food system where people and the environment thrive.

2.2 SFC Farmers' Markets

The purpose of the SFC Farmers' Markets (hereafter referred to as farmers' markets) is to provide Austin and the surrounding Central Texas region with locally and sustainably produced foods and farm products in a diverse farm-to-consumer marketing effort that preserves and promotes regional agriculture, makes fresh, sustainably grown food available and accessible for all populations, and improves our quality of life.

SFC believes that small to mid-sized farms are essential to the local, sustainable agricultural economy, and is committed to making economic and educational connections between urban residents and local farmers. The predominant product emphasis for SFC Farmers' Markets is farm-fresh products from the region. The farmers' markets also host vendors of ready-to-eat and value-added products to support local entrepreneurs and enhance our market vitality.

SFC maintains a commitment to farm advocacy by supporting farmers in pursuit of a range of marketing outlets, engaging with and informing policymakers on behalf of local food systems, and connecting producers to educational, training, and funding opportunities, such as conferences, grants, and emergency relief funds.

Markets operated by SFC distinguish themselves from other area markets in several ways. SFC Farmers' Markets are producer-only, feature meaningful educational programming such as cooking demonstrations, promote equitable food access through our Double Up Food Bucks program, and serve as community gathering spaces with music and children's activities. SFC also provides educational programming and outreach around local food and food systems community-wide, to develop more informed, aware, and committed consumers.

3 SFC FARMERS' MARKET OPERATIONS

SFC manages two markets that operate rain or shine. The schedules for each are listed below. In the event of severe weather conditions, the SFC Farmers' Market Managers will determine whether the markets will remain open.

3.1 SFC Farmers' Market Hours of Operations

SFC Farmers' Market Downtown	SFC Farmers' Market at Sunset Valley
Location: 422 West Guadalupe Street, Austin, Texas 78701, at Republic Square Schedule: Every Saturday 9:00-1:00 6:00 - Crew on-site to begin setup 6:00 - Road Closure 6:30 - 8:45 Vendor Setup 9:00 – 1:00 Market is open 1:00 – 3:00 Breakdown, by 3:00pm Vendors must vacate 4 th St. and the parking area	Location: 3200 Jones Street, Sunset Valley, Texas 78745, at Toney Burger Activity Center and Stadium Schedule: Every Saturday 9:00-1:00 7:00 - Crew on-site to begin setup 7:00 - 8:45 Vendor Setup 9:00 – 1:00 Market is open 1:00 – 3:00 Breakdown, by 3:00pm Vendors must vacate the Toney Burger Center parking lot

4 VENDOR CATEGORIES AND PRODUCT DESCRIPTIONS

SFC defines a vendor as a market participant that submits a vendor application, pays an application fee, is approved as a vendor by SFC staff, submits an annual vendor fee, and pays required booth fees to attend the market and sell their product. Person(s) who intend to sell products that they grow, raise, make, or harvest themselves are eligible vendors. SFC Farmers' Markets have two distinct types of booths: Vendors and Non-Vendors. Vendors split into two main categories – Agricultural Producers and Value-Added Producers (which includes Ready-to-Eat, Prepared Food, Cottage Food, Artisans, and Service Providers). A vendor's main product will determine its vendor category.

4.1 Agricultural Producers

Any vendor who grows, raises, and/or wild harvests a food product and whose majority of sales is of said product is considered an agricultural producer.

- Farmers: Growers of vegetables, herbs, fruits, nuts, mushrooms, cactus, nursery products, grains, pulses, flowers, and other horticultural crops
- Ranchers: Producers of animal-based products, including meat, eggs, and dairy products
- Agrarian: Producers of other raw, unprocessed products that are grown or raised on a farm or ranch or wild-harvested per relevant regulations, to include honey, seafood, and foraged foods.

4.2 Value-Added Producers

Any vendor who uses one or more ingredients to create a product by processing, blending, packaging, or alters a product using other preparation methods.

- Ready-to-Eat Vendors: Any vendor who prepares foods either on-site or in an approved production facility and sells these foods with the intention of their consumption on-site.
- Prepared Food Vendors: Any vendor who prepares foods in an approved production facility to be consumed off-site or for use as an ingredient.
- Cottage Food Vendors: Producer of foods prepared under the Texas Cottage Food Law (Texas Department of State Health Services, Health, and Safety Code, Title 6, Chapter 437).
- Artisans: Artist or craftsperson who produces originally designed unique hand-crafted products and of high-quality, including crafts, artwork, inedible products such as herbal products, personal care, and beauty products.
- Services: An individual or group that provides a specific service relevant to the mission and function of the market for customers and/or vendors.

4.3 Co-Tabling

Vendors may sell products from another farm, ranch, or value-added vendor (co-tabling) under certain conditions. The farmer or rancher not physically present at market must meet all the same criteria for membership in SFC's farmers markets as an independent vendor as well as:

- Co-tabling vendors must clearly state their business name, location, and differentiate their products from those of their co-tabling partner.
- Provide payment of an annual fee, separate from their co-tabling partner.
- Develop a direct line of communication with Market Managers regarding what product will be brought to market on a regular basis.
- No more than two enterprises may co-table.
- SFC will not mediate co-tabling booth agreements; we will accept only one-booth fee per week

4.4 Non-Vendors and Community Organizations

Any participant that is not a vendor of a market but enhances the markets in some meaningful and mission-aligned manner may be allowed to participate as a non-vendor. Non-vendors are not allowed to sell products or services, fundraise or attend the market on a regular basis.

- Activity Providers: Groups or individuals interested in attending market who will enhance the quality of the market, support the market ideals, are not in direct competition with the markets' mission and purpose, and who fall under one or more of the following categories:
 - o Kids Activities: An activity focusing on engaging children
 - o Educational: An activity focusing on increasing knowledge or skills pertaining to a particular topic
 - o Health and Fitness: An activity focusing on nutrition, physical activity, or healthy lifestyles.
 - o Entertainment: An activity focusing on providing entertainment at the market
- Corporate Sponsors: SFC Farmers' Market may provide an informational or activity booth to a business or organization that contributes financially to support the market.
- Nonprofit and Governmental Entities: Organizations registered as either a federal or state nonprofit, or local, state, federal, or foreign governmental agencies that support SFC's mission and purpose and are not in direct competition with market vendors or function.
- Buskers: Community members who perform music or other entertainment in the street or another public place for monetary donations. All buskers must check in at the Info Booth the day of, give contact information to the onsite Market Associate, and only play in an approved space. The content of music or other entertainment must be appropriate for all age-levels.

5 VENDOR APPLICATIONS AND FEES

SFC Farmers' Markets are supported in part by grants, donations, sponsorships, merchandise sales, and vendor fees. This revenue pays for market operations expenses, such as staffing, insurance, permits, marketing, advertising, truck and equipment maintenance and replacement, musicians, activities, and general supplies. SFC publishes an organization-wide financial report in the annual report which is available online at . Market Managers will provide vendors with a market operations budget showing expenses and revenue at the Annual Vendor Meeting or upon request.

5.1 Vendor Applications

All new vendors must submit a vendor application. Vendors returning after a hiatus longer than 6 months and vendors significantly altering their product offerings will be required to resubmit an application or provide information about their business status and product offerings in writing. Applications are reviewed weekly, and market staff will respond to applicants within ten business days of an application's submission. Applicants are expected to have read and understood the SFC Farmers' Market policies before applying. An applicant's final acceptance or denial is at the discretion of the market staff. No refunds will be issued for any denied applications. Physical copies of the application can be requested at the SFC Farmers' Market Info Booth or by emailing farmersmarket@sustainablefoodcenter.org.

5.2 Application Fee

A non-refundable processing fee must accompany new vendor applications. This fee is \$25 for agricultural vendors and \$50 for all other types of vendors. Payment of the fee offsets the staff time and resources spent reviewing and processing applications. Applications not accompanied by the processing fee **will not be reviewed**. The processing fee can be paid by check to Sustainable Food Center or by credit card at: <https://sustainablefoodcenter.org/farmers-market/become-a-vendor>

5.3 Annual Vendor Fee

All vendors must pay a \$125 vendor fee, due April 1st of every year for returning vendors or pay a prorated amount before starting a market for newly approved vendors. Vendor annual fees will be valid until March 31st of the following year. Returning vendors will receive a renewal notice at least one month before April 1st, and payment must be received by SFC on or before the renewal date to continue selling at SFC Farmers' Markets. Annual vendor fees cannot be refunded if a vendor decides to leave the market before the end of their 12-month period.

5.4 Weekly Stall Fees

Stall fees for all markets must be paid by noon on the day of the market. Check or cash are acceptable forms of payment on the day of the market, payments by credit card must happen by 3 PM the day preceding market. CC payments can be made via the vendor portal: <https://sustainablefoodcenter.org/farmers-market/vendor-portal>.

Vendor Category	Downtown	Sunset Valley
Agricultural Producers (single tent)	\$45	\$45
Value-added Producers (single tent)	\$50	\$50
Agricultural Producers (double tent)	\$90	\$90
Value-added Producers (double tent)	\$100	\$100

Failure to pay weekly stall fees by noon on the day of the market two (2) or more times in a 6-month period will be grounds for expulsion from the market.

5.5 Fee Waivers and Adjustments

Market Interruption

In the event of severe weather, displacement from regular market site, or other major interference which considerably reduces average per-vendor sales at a specific market, the on-site Market Associates have the authority to submit a recommendation to a Market Manager or Director for an adjustment of stall fees. The Manager or Director will provide a verbal response to the on-site staff. The amount by which fees can be reduced is up to \$20 per booth, and will be assessed on fees collected that day, unless a response is deferred, in which case the adjustment will be made the following week. Only five (5) adjustments can be made per market fiscal year (July – June).

In the case of extreme weather events market may be closed due to safety concerns for market staff, vendors, and customers. This is at the discretion of the Market Manager. If the market is deemed 'closed' vendors are not permitted to set up at the market site.

Market and Vendor Development

The Market Manager may offer a full or partial waiver of the application or annual vendor fees if the payment of the fees is a barrier to participation by that vendor AND the participation of that vendor will serve to develop a particular market. Priority for waivers will be given to vendors who meet this standard and are traditionally under-represented farmers/ranchers or vendors who offer high-demand/high-priority products. The Market Manager may also offer new vendors who meet the same standards an adjustment of weekly fees for up to 6 weeks at the start of their vendor fee period.

Family Crisis or Hardship

In the event of severe family crisis or business hardship, the Market Manager may offer a vendor currently in good standing a deferment of the annual vendor fee if the immediate payment of the fees is a barrier to participation. The deferment will allow a payment plan of the annual vendor fee to be paid incrementally over no more than 8 weeks from the renewal date. The Market Manager may also offer a vendor in good standing who meets the same standards an adjustment of weekly fees for up to 6 weeks.

Holidays

Market will be closed during winter holidays if the Saturday falls December 24th, 25th, or 26th. Other holiday market closure will be at the discretion of the Market Manager.

6 RULES AND REGULATIONS

6.1 All Vendors

- 6.1.1 SFC Farmers' Markets are producer-only markets. Vendors may only sell products that they grow, raise, make, or harvest themselves. Reselling is defined as offering whole or prepared products that have been purchased from another party and sold without substantively preparing or altering the product without written approval from the SFC Market Manager and can be grounds for immediate expulsion from the market.
- 6.1.2 All agricultural production must take place within the state of Texas, with preference given to products cultivated within 150 miles of Downtown Austin.
- 6.1.3 Products must be produced and sold in compliance with all applicable federal, state, and local laws and regulations.
- 6.1.4 Vendors are responsible for maintaining required permits, licenses, and certifications for all products they produce. A copy of the required permits, licenses, and certifications necessary for a vendor to sell at the market must be submitted to market staff before the relevant products are sold at the market.
- 6.1.5 New products intended for sale by current vendors but not included in the most recently approved application must be approved in writing by SFC before their sale at market.
- 6.1.6 All products sold by weight shall be weighed using a TDA certified, tested, and sealed scale. The scale must be positioned so that the weight is visible to the customer.
- 6.1.7 Vendors, including farmers and ranchers, must support fair labor practices, pay a living wage, and provide for safe and sanitary working conditions for their workers. SFC advocates for the improved living conditions of farm workers and generous compensation for their labor. SFC will work with producers to meet industry best practices as defined by groups including United Farmworkers and the Coalition of Immokalee Workers.
- 6.1.8 Discrimination in any form is prohibited. Discrimination is the treatment or consideration of making a distinction in favor or against, a person based on the group, class, or category to which that person belongs, including but not limited to race, color, national origin, age, disability, economic class, sex, gender expression or sexual orientation.

6.2 Agricultural Producers

- 6.2.1 Agricultural Producers in Texas whose products are not produced at all or are not currently produced in sufficient quantity within the 150-mile radius may petition the Market Manager for inclusion as a vendor, provided the product meets all other requirements.
- 6.2.2 Agricultural Producers who operate pre-pay CSA or subscription programs are encouraged to use SFC Farmers' Markets as a distribution point. Items included in CSA or subscription shares, including agricultural products or value-added items, must be produced by the vendor or obtained from another market vendor.
- 6.2.3 Inclusion in pre-paid CSA or subscription shares of products from non-vendors or which are not available within the 150 mile radius may be petitioned for allowance through the Market Manager, provided that agricultural products are produced in Texas, that products are not visible to the general public at market, and that the primary producer of the product submit an application and pay an application fee.

- 6.2.4 All items sold as organic must meet the requirements of the National Organic Program. Sellers of organic items must have a copy of their certification on file with SFC. Only certified organic growers may display signs using the word organic.
- 6.2.5 Vendors may sell plants and trees, fresh and dried flowers, herbs, and decorative vegetation grown or legally gathered themselves. Purchased nursery stock must be repotted and grown for a minimum of two weeks before being sold.
- 6.2.6 Animals used in the production of products for sale at the market must be raised and managed using humane husbandry practices and environmentally sound methods.
- 6.2.7 Animals must be raised on the vendor's property for a substantial period in the animal's life, according to the following guidelines:
 - 6.2.7.1 Fowl and Rabbits – 75% of the life of the animal shall be raised on the vendor's land
 - 6.2.7.2 Pigs, goats, sheep – 75% of the life of the animal shall be raised on the vendor's land
 - 6.2.7.3 Bison, cattle, large animals – 50% of the life of the animal shall be raised on the vendor's land
- 6.2.8 Animals may not be finished in a feedlot
- 6.2.9 Live animals are not allowed to be sold

6.3 Value-Added Producers

- 6.3.1 Value-Added and ready-to-eat products must be processed and packaged by the vendor in their facility or created and developed by the vendor and produced in a processing facility under the direction of the vendor.
- 6.3.2 In reviewing new vendor applications, priority will be given to those producers who can verify the use of local ingredients. (SFC will assist vendors with sourcing when possible).
- 6.3.3 The use of compostable and recyclable packaging for all products is strongly encouraged and preferred, unless the use of such packaging interferes with or undermines the safety or quality of the product, violates health department or other regulation, or otherwise inhibits the sale of the product.
- 6.3.4 Vendors cooking food on site must have their own 2A10BC fire extinguisher and a Class K extinguisher if using a deep fryer.

6.4 Non-Vendors

- 6.4.1 Corporate Sponsors, Nonprofit and Governmental Entities, and Activity Providers must comply with the following:
- 6.4.2 Non-vendors are allowed up to a 10 foot by 20 foot space with the exception of special requests including Activities. Additional space may be available upon request and with the Programming Manager's approval.
- 6.4.3 Up to (2) Tents, (4) 25-pound weights, (2) 8 foot tables, and (3) chairs will be provided to all Corporate Sponsors and may be available upon request to other Non-Vendors. The Market Manager will determine availability. Power may be provided if requested.
- 6.4.4 Non-vendors are not allowed to sell any products, but free giveaways may be allowed if the giveaways do not conflict with other goods sold at the market.
- 6.4.5 Non-vendors may not offer food samples at the market, apart from educational activities reviewed and approved by the Programming Manager.

- 6.4.6 Fundraising is prohibited.
- 6.4.7 Non-vendors may collect contact information and use this list to solicit individuals after the market.
- 6.4.8 Non-vendors may pass out information about their organization, and about a future event(s).
- 6.4.9 Non-vendors must arrive no later than 45 minutes before the start of SFC Farmers' Market and be set up 15 minutes before the market opens.
- 6.4.10 Non-vendors may not break down or leave before the close of the market.
- 6.4.11 Non-vendors will use the full name of SFC Farmers' Markets listed in this document.
- 6.4.12 Non-vendors must sign a contract and indemnity waiver before coming to the market.
- 6.4.13 Non-vendors must follow all other applicable market rules.

6.5 Onsite Market Rules and Regulations

6.5.1 General

- 6.5.1.1 Smoking is prohibited at the market.
- 6.5.1.2 The consumption of alcoholic beverages or drugs is prohibited at the market.
- 6.5.1.3 Vendors are required to comply with state laws concerning firearms and may not openly display firearms while on-site.
- 6.5.1.4 Soliciting is prohibited at market.
- 6.5.1.5 All vendors must give the Market Manager their best estimates of gross sales for each market. The data will be kept anonymous but is required for accurate market analysis and reporting.

6.5.2 Pets

- 6.5.2.1 Vendors are not allowed to bring pets or live animals to the market for any reason. Animals are not allowed in proximity to any food products. A vendor who brings a pet or live animal to market will be immediately asked to leave.
- 6.5.2.2 Service animals are allowed at the market.

6.5.3 Stall Assignments

- 6.5.3.1 Stall assignments will be made based on attendance, product mix, and logistical constraints as determined by the Market Manager.
- 6.5.3.2 The stall size shall be 10 feet by 10 feet.
- 6.5.3.3 Transactions between customers and vendors may only occur within the stall.
- 6.5.3.4 Vendors may request a maximum of two stalls. Requests for two stalls may be made in writing to the Market Manager on either a seasonal or year-round basis.
- 6.5.3.5 Vendors shall provide all their own equipment and must not exceed the stall space marked for them on the market map. Tents must be securely weighted with 25 pounds for each corner. In the interest of market safety, vendors without secured weights will be asked to pack up their tent.
- 6.5.3.6 All pre-determined fire lanes and ADA pathways must be maintained through the markets' hours of operation. Vendors must not block fire lanes or ADA pathways with tents, vehicles, equipment, signage, or other materials for the duration of market.
- 6.5.3.7 Stall fees for all markets must be paid by check, credit card, or cash by noon the day of the market.

6.5.4 Signs

- 6.5.4.1 Vendors shall post a sign with the name of their business and business location.
- 6.5.4.2 Vendors shall post signs on each product for sale, or an itemized list of products which includes pricing.
- 6.5.4.3 Signage must be accurate and truthful in claims of production practices, sourcing, or other claims.

6.5.5 Attendance

- 6.5.5.1 The start date for new vendors will be mutually agreed upon by the vendor and Market Manager.
- 6.5.5.2 All vendors are expected to attend markets on a regular, year-round basis, unless otherwise approved as a seasonal vendor. Vendors must attend at least one market for a minimum of 35 weeks in their 12-month period, with no more than 8 consecutive weeks of absence unless prior arrangements are made with the Market Manager.
- 6.5.5.3 Vendors must give at least a 7-day notice to the Market Manager of their intent to return to the market from an absence of more than 4 weeks.
- 6.5.5.4 Vendors must notify the Market Manager no less than 24 hours prior to the market if they are not attending.
- 6.5.5.5 In the case of an emergency which prohibits attendance, vendors must notify the Market Manager as soon as possible.
- 6.5.5.6 Vendors must have their booths completely set up at least 15 minutes prior to the start of market and may not sell any products prior to the scheduled start time.
- 6.5.5.7 Vendors shall not breakdown their booth or depart a market prior to the close of the market without the approval of the on-site market staff.

6.5.6 Parking

- 6.5.6.1 Vendor vehicles must be kept within assigned parking spaces.
- 6.5.6.2 Vendor vehicles may not be parked in customer parking zones or areas.

6.5.7 Pricing

- 6.5.7.1 Vendors will determine the prices of their own products.
- 6.5.7.2 The sale or likely sale of goods at less than fair value (dumping) is prohibited.
- 6.5.7.3 Vendors shall give refunds to customers that are dissatisfied with the products they have purchased.

6.5.8 Professional Manner

- 6.5.8.1 Vendors asked by Market Managers to remove products of poor quality or products that present a threat to health must do so immediately.
- 6.5.8.2 Vendors must represent their products in an honest manner, whether written or verbal.
- 6.5.8.3 Vendors must always conduct themselves in a courteous and professional manner. Vendors must treat customers, staff, volunteers of SFC, and fellow vendors with respect.
- 6.5.8.4 Inaccurate, inappropriate, threatening, or harassing words or statements construed as disparaging or harmful to other vendors, vendor-to-customer relationships, the market, Sustainable Food Center, or other market stakeholders (including funders, sponsors, and SFC partners) are prohibited. Vendors may be expelled at the discretion of the Market Manager for any of the above behaviors.
- 6.5.8.5 All vendors should be attentive and engaged at market to reflect a professional presence.
- 6.5.8.6 No music other than that provided by the market is allowed.
- 6.5.8.7 No disruptive or aggressive behavior is allowed.

- 6.5.8.8 Vendors are responsible for keeping their area clean during market and are responsible for cleaning their stall location after market is over.

6.5.9 Double Up Food Bucks

- 6.5.9.1 All vendors who are eligible to participate in Double Up Food Bucks (not limited to but including all farmers, ranchers, agrarian vendors, and food-based value-added producers) shall participate in Double Up Food Bucks.
- 6.5.9.2 Discrimination in any form is prohibited. Discriminatory behavior includes refusing to accept Double Up Food Bucks from customers.
- 6.5.9.3 All eligible vendors must display Double Up Food Bucks signage within their stall that is visible to customers from a moderate distance.
- 6.5.9.4 All vendors eligible for participation in Double Up Food Bucks, including Farmers' Market Nutrition Program (FMNP), Supplemental Nutrition Incentive Program (SNAP), and WIC, must post signage with their identification number visible to market shoppers.

7 VENDOR PRIVACY

Sustainable Food Center is committed to protecting the privacy and accuracy of confidential information to the extent possible, subject to provisions of state and federal law. Other than as required by laws that guarantee public access to certain types of information, or in response to subpoenas or other legal instruments that authorize access, personally identifiable information is not actively shared. We do not re-distribute or sell personal information collected on our application, reapplication, weekly market sales estimate collection or private communications with market staff.

Sustainable Food Center collects individually identifiable business information on vendors in the SFC Farmers' Market network including but not limited to names, addresses, phone numbers, email addresses, proprietary growing practices, labor practices, sales estimates, financial information, billing, and payment information. This information is used internally by Sustainable Food Center staff to understand how best to serve vendors as we operate our programming.

We will not disclose, without written consent, personal information collected about an individual or business.

We reserve the right to use photos of vendors, booth displays, specific products, and/or farm visits in a marketing capacity in advertisements, Sustainable Food Center and SFC Farmers' Market social media channels, and/or distributed printed materials. Questions regarding vendors' rights to review, modify, or delete their previously provided personal information should be directed to farmersmarkets@sustainablefoodcenter.org.

8 VENDOR SIGNATURE

I acknowledge that I have read the SFC FM Policy Manual in full and agree to all rules and regulations outlined above.

Signature

Printed Name

Date