



2023 Saint Michael's Farmers Market Rules and Regulations ("SMFM Rules")

Saint Michael's Farmers Market ("SMFM" or the "Market") will accept vendors ("Vendors") from only the following categories:

- A. Farmers and growers of vegetables, fruits, seeds, nuts, grains, and plants/flowers
- B. Specialty foods, including baked goods, jams, jellies, spices, cheeses, eggs, honey, milk, meats, and pasta
- C. Other items as approved by the management of SMFM (the "SMFM Management").

All of the above are subject to approval from SMFM Management.

All products distributed, offered for sale, or sold at the SMFM must have been raised, grown, made, crafted, processed, or produced by the vendor in a Texas county completely or partially located within a 150-mile radius of Dallas County, except that the 150-mile radius requirement does not apply to produce or other food items determined by the director to be unavailable from vendors in the radius area. No products may be offered for resale. Vendors shall be subject to inspection of their farm or place of production at any time to assure compliance with the rules and regulations of the SMFM.

All persons who grow or produce food, agricultural, or other products, which have met the guidelines set forth in the SMFM Rules and Regulations, are eligible to sell at the Market.

Hours of operation are from 8:00 a.m., until 12:00 (noon), unless SMFM Management announces a change in advance. There will be no rescheduling due to inclement weather, although any prepaid Vendor fees shall be reimbursed if the entire scheduled Market day is cancelled. No refunds are available for late openings or early closure of any Market day as a result of inclement weather.

All Vendors who would like to sell at the Saint Michael's Farmers Market must agree to the terms of the following rules (the "Rules"), sign the Vendor Application and submit all other required forms, if applicable.

1. Vendors must submit the Vendor Application and other required forms if applicable, and the application fee no later than three (3) days prior to the requested Market day in order to be able to participate in the Market. A \$25 application fee shall be submitted with each Vendor Application.
2. Vendors who would like to reserve regular space at the Market for the season should so indicate this on the Vendor Application form. A Vendor forfeits his/her reserved space if he/she misses three (3) Market days without notifying SMFM Management. SMFM requires a minimum cancellation notice of 24 hours prior to the start time of the market. If cancellation is received after 8:00 a.m. the Friday prior, or there is no record verifying the cancellation, the vendor will still be responsible for the booth fee for that market day.
3. Designation and allocation of Vendor spaces are the responsibility and at the sole discretion of SMFM Management. Spaces shall be sold as the Vendor Applications are received and approved, until the Market is at capacity.
4. A standard Vendor booth space will be 10ft. X 10ft. The Vendor's cost is \$25.00 per space, per vendor, per Market day. A Vendor may rent more than one space, if available. Vendors may share a space; however, each Vendor must apply separately and pay the \$25 daily fee.

5. Vendors are required to supply their own tents, weights, tables, chairs, space signage, refrigeration, and all materials and containers for customer sales. Vendors may begin arriving at 6:30 a.m. to set up and be ready to greet their customers for the opening of the Market at 8:00 a.m. All Vendor vehicles must be removed from the Market space by 7:30 a.m. Once the Market is open, no moving vehicles shall be allowed in the main Market area and Vendors must remain set up until 12 p.m.
6. Vendors and all of their vehicles and equipment must be off of the SMFM property by 1:00 p.m.
7. Electricity is available on-site. Vendors requiring electrical power are responsible for providing their own outdoor extension cords and mats or tape to cover all portions of the cord that lie in any walking area used by market customers.
8. Vendors requiring electrical service to support compliance with health regulations have priority over electrical uses not required to ensure product safety. In the event SMFM supplies electricity to any Vendor's space, SMFM shall not be responsible or liable for any damage or spoilage of product in the event of a temporary or permanent loss of such electrical service. SMFM does not guarantee the availability of electrical service.
9. Tents and/or a stable standing umbrella over a Vendor's space are required. The tent must be limited to 10 feet X 10 feet. If a Vendor erects a tent, each leg must be weighted with a minimum of 25lbs. These weights must be tied securely to the tent with strong rope or strong bungees. If a tent is not anchored as required, SMFM Management may require that the tent immediately be taken down, as it could become a safety concern.
10. Vendors shall determine the pricing and display of their products.
11. Vendors shall be solely responsible for keeping their space and all areas in and about their Vendor space(s) clean and free of any conditions that might potentially result in or cause injury to the vendors and any other persons or parties.
12. Vendors are solely responsible for any and all damages resulting from their sale of unsafe or unsound goods and/or products at the market.
13. There is NO SMOKING ALLOWED at the SMFM or in the vicinity.
14. Open flames and/or coals are not allowed at the market.
15. No live animals may be sold or given away at the market.
16. Vendors will be subject to inspection of their farm or place of production at any time.
17. Violation of any provision of these Rules shall be a material breach and default by the Vendor entitling SMFM Management to immediately terminate a Vendor's right to participate in the Market and cancel any future reservations.
18. SMFM Management reserves 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, regulation, or eligibility requirement. The Vendor will be asked to vacate the property immediately.
19. SMFM reserves the right to amend or modify the SMFM Rules at any time and shall give notice of any such revisions to the Vendors. SMFM Management's failure to enforce any particular Rule on any given occasion shall not preclude SMFM from enforcing such Rule on a subsequent occasion.

20. All persons who would like to participate and sell at the SMFM must agree to the terms and conditions of these SMFM Rules and Regulations and show their agreement by signing the Application and submitting all other required forms, if applicable.
21. Submitting an online application indicates Vendor's acknowledgment, acceptance, and agreement to abide by the Rules and Regulations, and the Hold Harmless and Insurance Clause.
22. SMFM Management has the right to prohibit any food item which, in SMFM's sole discretion, has an increased risk to the public or is not in compliance with the SMFM Rules and Regulations.
23. Vendors are required to clean up their areas immediately after each Market day closes and remove all unused/unsold product and boxes.
24. No firearms, alcoholic beverages (excluding wine when sold by an approved winery with appropriate TABC permits) or drugs will be allowed at the Market.
25. All Vendors must sign the Hold Harmless and Insurance Clause.
26. All Vendors must abide by the health code, restrictions, laws, and rules of the City of Dallas, the County of Dallas, and the State of Texas.

HOLD HARMLESS AND INSURANCE

The undersigned Vendor hereby agrees to indemnify, defend and hold harmless Saint Michael's Farmers Market, Saint Michael and All Angels Episcopal Church, the Diocese of Dallas, and their respective officers, agents, volunteer workers and employees ("Indemnified Parties") from and against any and all claims, demands, suits, actions, liabilities, losses, damages, and other expenses, including attorney's fees and expenses, suffered or incurred by any of the Indemnified Parties by reason of the conduct, acts or omissions, of the undersigned Vendor and its agents, employees, and invitees.

No insurance is provided by or through SMFM, SMFM Management or Saint Michael and All Angels Episcopal Church to participants/vendors in the Saint Michael's Farmers Market. Neither SMFM, SMFM Management, nor Saint Michael and All Angels Episcopal Church shall incur any liability of any kind to any Vendor for any loss, damage, or expense suffered or incurred in connection with, or as a result of, such Vendor's participation in the SMFM, regardless of the cause.

Saint Michael Responsibilities

1. Provide trashcans throughout the Market area
2. Provide ample parking for Vendors and customers
3. Have on-site restrooms
4. Promote the SMFM as need is determined through various media including, but not limited to, advertising (print and electronic), fliers, mailers, newsletters, and on-site language.

By its execution below, Vendor acknowledges its receipt and review of the foregoing SMFM Rules, including specifically the Hold Harmless and Insurance provisions, and agrees to abide by such SMFM Rules at all times.

Applicant's Signature: _____

Date: _____

Print Name: _____