



Upper Valley Market Vendor Guidelines

We are authorized by Mesa Plaza to hold a weekly artist and farmers market on the named property. All operations are managed and directed by the Upper Valley Artist & Farmers Market, LLC Owner and Coordinator, Beto Hernandez.

Hours: Sundays (Summer hours: 10am-2pm, Fall through Spring hours: 11am-3pm.) Questions about the market may be submitted to uppervalleymarket@gmail.com or at (915) 261-1500 (Tuesday-Friday, 9am-3pm.) The market takes place rain or shine. UVAFM is a family-friendly event.

Vendor Requirements:

1. Vendors must be 18 years old or older. Minors must be accompanied by a parent or legal guardian at all times.
2. Vendors must be the creator, producer or grower of items being sold. **No resale is allowed.** Booth sharing is not allowed.
3. Each vendor is encouraged to promote the event to help get the word out about the market.
4. All vendors must have a Texas Sales and Tax Permit under their business name. Please send a copy via email to uppervalleymarket@gmail.com

Booth Information & Fees:

1. Vendor Fees

- a. Vendor and Food Truck Fees are \$40 per Sunday, special events may be \$45 or more.
- b. Vendor fees/registration **must** be paid online at uppervalleymarket.com only.
- c. The Market Coordinator will track all vendor payments. It is the responsibility of the vendor to know which dates were purchased.
- e. **Fees are non-refundable.** Vendor agrees to not process a bank chargeback.
- f. No call, no shows may result in suspension and/or vendor termination with no refund. If you will not be attending or have sold your space to an approved vendor, please send an email to uppervalleymarket@gmail.com
- g. Vendors who do not follow Market Guidelines will not be allowed to participate in the market.

2. Market Spaces

- a. Vendor spaces are 10'x10' ft. each. Vendor space size may change at special market events.
- b. Vendors who exceed more than one space must pay for two or more spaces.
- c. Market vendor spaces are sold online only and selected online by the vendor.
- d. Vendors are responsible for their own canopy, chairs, tables and table covers.
- e. All tents are required to be secured by 55lbs of weight or more per canopy leg. **(no staking or drilling allowed).** Vendors who fail to secure their booth against winds or rain are liable for any damage caused to neighboring vendors, the general public and damage to the property.
- f. Vendors must bring their own money to provide change to the customer.
- g. Vendors using a Square Reader, Paypal or other such electronic Point of Sale (POS) systems

to accept credit or debit payments are prohibited by law from charging a convenience fee for using such devices. **Violators of this law may be suspended for up to a three month period.**

3. Arts/Craft Vendors

- a. All vendors selling arts/craft items must make the items themselves. Art and artisanal goods should be original in concept and nature. Any locally handmade, home-crafted, or home assembled arts and crafts, which have been made by the seller or members of the seller's household, can be sold at the market.
- b. Per federal copyright infringement law, goods such as fabric, charms, or prefabricated items with copyrighted images such as but not limited to, Disney, NFL/NBA logos, DC of Marvel Comic Logos, Dr. Seuss, Looney Tunes, TMNT, etc. are strictly prohibited. These items are for individual household use only. Violators will be asked to remove and discontinue selling the items immediately and may be suspended for up to a three month quarterly period.
- c. Arts/Crafts items may include leathersgoods; drawings, paintings and prints; photographs; woodwork; metal craft; ceramics and pottery; weaving and yarn work; macramé; needlework; beadwork; sculpture; jewelry; stitchery and sewing; clothing and accessories; glasswork; natural fiber crafts and basketry.
- d. Additional non-handmade, pre-packaged items, such as candies, accessories, make-up etc., may not be sold at vendor booths.
- e. All items must compliment the family atmosphere.
- f. Vendors who do not follow Market guidelines will not be allowed to participate in the market.

4. Agricultural Product Vendors

A farmer, gardener, or food producer must comply with the Vendor and Temporary Food Establishment Permit Guidelines and must meet the following requirements (licensed food trucks are exempted from these rules, see food truck section for permitting guidelines):

- a. Grow their own product. Resale is strictly prohibited.
- b. Plants, flowers, dried herbs, coffee, teas, spices and similar products not typically cultivated or produced in region may be sold in the market with permission of Market Coordinator.
- c. Hold all required licenses and permits necessary for their business operation. If the produce they are selling is organically grown, they must indicate on the application and furnish the proper documentation from the State of Texas or New Mexico, indicating that they are a certified organic farmer.
- d. All produce must comply with all federal, state, and local health requirements.
- e. Licensing and Produce Documentation are subject to inspection by government health officials, or Market Coordinator at any time before, during, or after-market hours. All products must be free of spoilage and parasites.
- f. Resale is strictly prohibited. No fresh food products will be allowed that a vendor purchased from a wholesaler.
- g. All vendors are responsible for appropriately packaging their products and protecting them from the elements.
- h. Potentially Hazardous Food items (PHFs): Any item that requires time and temperature control for safety and pathogen control such as refrigeration. This includes Poultry, Dairy, Meat, Fish, Shellfish, and Raw Seed Sprouts. Such items are permitted in the Farmer's Market

as long as they comply with the following:

1. Must obtain additional permitting from EPDPH.
2. All items must be pre-packaged, sealed, and clearly labeled with the following:
 - a. Ingredients used.
 - b. Accurate statement of the product by weight, measure or numerical count.
 - c. The Vendor's name and place of business, email and phone number or website.
 - d. Must include Commercial Kitchen information in place of Food Cottage labels.
 - e. Packaged meats must be frozen and remain that way during the Market.
- i. Eggs being sold in the market directly from the vendor to customer require additional EPDPH permitting and must be clearly labeled with the following:
 - a. Producer's name, address, and e-mail address.
 - b. Cartons must clearly contain the word "UNGRADED."
 - c. Eggs must be stored at a temperature of 45 degrees Fahrenheit or lower.
- j. Sale of Honey or Honeycomb is permitted as established by SB 1766 as long as:
 1. Honey is produced from a hive in state, owned, and managed by the beekeeper.
 2. **Resale is prohibited.**
 3. It is pure honey that is raw and not blended with any other product.
 4. Contains a label that includes:
 - a. Weight in both avoirdupois and metric systems.
 - b. The beekeeper's name, address, e-mail, and phone number.
 - c. The statement, "Bottled or Packaged in a facility not inspected by the Texas Department of State Health Services."

5. Mobile Food Truck Vendors

Mobile Food Trucks, carts, bikes or otherwise are invited to participate at the market per the following guidelines:

1. Food trucks and drink vendors, must have a current Mobile Food Permit and Food Handlers Certificate to sell at the Market. A current Class K Fire Extinguisher is required inside your food truck.
2. Food Trucks are required to pay \$40 (or more for special events) online to sell at the Market.
 - a. First come, first serve to those who pay online.
 - c. Food truck vendors who sell pre-packaged goods only are not allowed to vend at the Market.
 - d. Food trucks may not sell pre-packaged goods unless they complement a meal.

6. Food Cottage Industries

All baked goods or prepared/pre-packaged foods must be approved by the Market Coordinator and adhere to the Texas Bakers Bill HB 970. Food vendors distributing food product samples at the Market must have all necessary food handlers' permits and follow safety rules and regulations for preparation of any product that has been altered from its natural state.

a. All food vendors must have a Food Handler's card or certificate to sell at the Market.

b. Cottage industries may sell the following items at the Market:

1. Baked goods that do not require refrigeration such as cakes, cookies breads and pastries
2. Candy
3. Coated and uncoated nuts
4. Unroasted nut butters or Fruit butters
6. Canned jams and jellies
7. Fruit pies
8. Dehydrated fruits and vegetables including dried beans
9. Popcorn and popcorn snacks
10. Cereal, including granola
11. Dry mixes
12. Vinegar
13. Cucumber pickles
14. Mustard
15. Roasted coffee or dry tea
16. Dried herbs or herb mixes

c. All food cottage goods must be properly labeled with the following items:

1. The common name of the product.
2. The name and complete contact information of the individual producer.
3. Contains the following statement, "This food is made in a home kitchen that is not inspected by the department of State Health Services or local health department."
4. Disclose ANY allergens used in product.

d. Canned or acidified products (including salsas, pickled veggies, etc.) sales must be assembled within a licensed commercial kitchen and accompanied by additional state manufacturing licenses. Sales of such items are prohibited without proper documentation and labeling.

e. Pet food to be sold at the market must follow the rules set forth on Chapter 63 "Pet Food Rules" of Title 4 from the Texas administrative code and must be clearly labeled with the following:

1. A quantity statement on the principal label panel.
2. Label should specify name and address of the vendor.
3. Should not have any misleading information or not contain word "proven" unless scientific evidence warranting claim is available.

f. Should clearly indicate what use the food is meant for.

7. Food Samples

ANY Vendors distributing food product samples at the Market must follow the Farmers Market Bill HB 1382.

- a. Samples must be distributed in a sanitary covered manner during the COVID situation (for example, pre-packaged samples or samples with closed lids).
- b. Have potable water available (for example, having a jug of drinking water at the booth).
- c. Wash any produce intended for sampling with potable water to remove any visible dirt or contamination.
- d. When preparing the samples, either wear clean, disposable gloves or observe proper hand washing techniques.

8. Cooking Demonstrations

Cooking demonstrations at the Market must be scheduled by the Market Coordinator and follow the Farmers Market Bill HB 1382.

- a. The Chef/cook must have a current Food Manager License issued from the Department of Public Health to supervise the demonstration.
- b. Comply with the requirements for a Temporary Food Establishment permit.
- c. The samples must be disposed of within 2 hours of the demonstration.
- d. The chef/cook is not required to apply for a TFE permit.

Market Operations

1. Vendors **MUST** be prepared for operation at the start of the Market. Booths must be staffed during Market hours. Vendors may not disassemble booths before the Market is closed without permission from the Market Coordinator or Market Manager.
2. Vendor loading and unloading: For pedestrian safety, vendors are not permitted to drive into the Market during hours of operation and 30 minutes before the Market starts. Vendors arriving late should park their vehicle outside of the Market area and carry their supplies to their booth space.
3. Pets are prohibited from coming in contact with vendor displays, especially those involving food items.
4. Exceptions will be made for vendors with disabilities requiring access per our Ordinance; be sure to notify Market Coordinator or Market Manager of needed accommodations.
5. It is prohibited for vendors to set up their booths while their vehicle is in the Market zone. Pull in, pull over, unload, pull out and park in designated vendor area.
6. Vendors should not set up their booth space in areas blocked off by orange cones unless directed to do so by Market Coordinator or Market Manager.
7. Vendors using canopies and market umbrellas must weigh down their booth infrastructure.
8. Vendors who fail to secure their booth against winds or rain are liable for any damage caused to neighboring vendors, the general public and damage to the property.
9. Vendors who do not have adequate weights may be asked to leave the Market.
10. Signage: Any signage must be securely attached to a vendor's booth or stall to assure that it does not impede pedestrian traffic. A-Frames signs to not exceed 3ft from vendor booths.
11. Stall space: Vendors are responsible for keeping their space attractive during Market hours.

12. Vendors are responsible for removal of all debris, refuse and unsold product from the Market premises. Market trash cans are for the marketgoers and vendors. If Market staff has to cleanup a booth space, the vendor will be required to pay a fine of \$50.00.

13. Smoking is not permitted in vendor booths or any area the market is taking place.

14. Vendors will conduct themselves courteously to all visitors, customers, fellow vendors and Market staff. Vendors may not verbally call attention to their space by calling out beyond the borders of their space. Violations of Market Vendor Guidelines may result in suspension and corresponding privileges.

15. The Market Coordinator has authority to suspend Market operations at any time due to inclement weather or unforeseen circumstances that pose major safety issues for vendors and customers. All notices of cancellation will be posted on Facebook, Instagram, Website, text messages, and via email.

16. As the Upper Valley Artist and Farmers Market, LLC continues to grow and respond to a demand of more vendors to participate, Market rules, vendor map layout, and procedures may be adapted to better address operational issues. Any changes will be communicated to all vendors via e-mail and left to the discretion of the market coordinator.

17. Only items approved on the vendor application are eligible to be sold at The Upper Valley Artist & Farmers Market.

18. The Upper Valley Artist & Farmers Market, LLC may arrange for photos and/or video to be taken at events and used for promotional purposes. This may include printed documents or media, editorial coverage, advertising press and use on the internet.

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement is made with Mesa Plaza, EP Riverbend Management, Upper Valley Artist & Farmers Market, LLC, Diverse Graphics & Marketing, The Rio Grande Valley Ranch, Brightside Music Festival, The Canyons at Cimarron, The Shoppes at Solana, and the Market Vendor at the said address between, Mesa Plaza, EP Riverbend Management, Upper Valley Artist & Farmers Market, LLC, Diverse Graphics & Marketing, The Rio Grande Valley Ranch, Brightside Music Festival, The Canyons at Cimarron, The Shoppes at Solana, is agreed upon when agreed and understood in registration process online. This will hold in agreement any time the vendor and its members participate in the event at any of the locations stated.

NOW, THEREFORE, in good and valuable consideration the vendor and its members, intended to be legally bound, covenants and agrees as follows:

Vendor shall protect, defend, indemnify, save and hold harmless, Mesa Plaza, EP Riverbend Management, Upper Valley Artist & Farmers Market, LLC, Diverse Graphics & Marketing, The Rio Grande Valley Ranch, Brightside Music Festival, The Canyons at Cimarron, The Shoppes at Solana, and its own subsidiaries, officers, directors, employees and, its owners, shareholders, officers, directors, employees and agents and any tenant or occupant of Mesa Plaza, EP Riverbend Management, Upper Valley Artist & Farmers Market, LLC, Diverse Graphics & Marketing, The Rio Grande Valley Ranch, Brightside Music Festival, The Canyons at Cimarron and any fee owner or ground or underlying of Mesa Plaza, EP Riverbend Management, Upper Valley Artist & Farmers Market, LLC, Diverse Graphics & Marketing, The Rio Grande Valley Ranch, Brightside Music Festival, The Canyons at Cimarron, The Shoppes at Solana, any fee owner or ground or underlying lessors of Mesa Plaza, EP Riverbend Management, Upper Valley Artist & Farmers Market, LLC, Diverse Graphics & Marketing, The Rio Grande Valley Ranch, Brightside Music Festival, The Canyons at Cimarron, The Shoppes at Solana against and from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by of in favor of anyone whomsoever, and against and from any and all costs, damages and expenses, including attorneys' fees, resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising directly or indirectly, out of or from, or on account of, any directly or indirectly, out of or from, or on account of, any accident or other occurrence in, upon, at or from the Premises, or occasioned in whole or in part through the negligent use of occupancy of the Premises, or by any negligent use of the occupancy of the Premises, or by any negligent act or omission of Mesa Plaza, EP Riverbend Management, Upper Valley Artist & Farmers Market, LLC, Diverse Graphics & Marketing, The Rio Grande Valley Ranch, Brightside Music Festival, The Canyons at Cimarron, The Shoppes at Solana or any employees, agents, contractors or invitees in, upon, at or from the Premises or its appurtenances or any part of Mesa Plaza, EP Riverbend Management, Upper Valley Artist & Farmers Market, LLC, Diverse Graphics & Marketing, The Rio Grande Valley Ranch, Brightside Music Festival, The Canyons at Cimarron, The Shoppes at Solana.