

★ DENTON ★

COMMUNITY MARKET

VENDOR HANDBOOK



DENTONMARKET.ORG

VENDORCOORDINATOR@DENTONMARKET.ORG

(940) 268 - 4326

Denton Community Market Response to COVID-19

Over the past 4 years, the DCM Board of Directors and staff have worked diligently to keep the market going while prioritizing everyone's health and wellbeing. We will continue this important work into 2024. We appreciate your continued support of both the Market and our Vendors and encourage the Denton Community to follow the CDC health advice as it evolves. You can visit the City of Denton's website for the latest local information. <https://www.cityofdenton.com/435/COVID-19-Information>

The Denton Community Market's response to COVID-19 may change based on local and national requirements. Any updated guidance and policies related to COVID-19 will supersede content in this Handbook.

DEAR VENDOR,

Thank you for your interest in joining the Denton Community Market's (DCM's) vendor membership. 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 contribute to the vitality, livability, and community spirit of Denton by creating a public gathering space that supports local culture and provides a market to bring together visitors with local artists, craftspeople, farmers, and food producers.

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,

Denton Community Market Staff and Board of Directors

VendorCoordinator@dentonmarket.org

Director@dentonmarket.org

Board@dentonmarket.org

TABLE OF CONTENTS

Denton Community Market Response to COVID-19	2
TABLE OF CONTENTS	4
GUIDING PRINCIPLES	6
2024 MARKET SEASON	6
SPECIAL EVENTS	7
RULES & REQUIREMENTS	7
DEFINITIONS: HANDMADE & LOCAL	8
MARKET VENDOR REQUIRED TRAINING	8
MARKET & VENDOR INSURANCE	8
VENDOR MEMBERSHIP INFORMATION	9
APPLICATION DEADLINE AND REVIEW PROCESS	9
MEMBERSHIP FEES	10
MEMBERSHIP FEE INSTALLMENT PLAN OPTION	11
MARKET DAY FEE *SCHEDULE*	12
LATE FEE POLICY	12
FEE ADJUSTMENT SCHEDULE	12
Late Fee FAQ	13
SPECIAL HOLIDAY MARKET NON-MEMBER FEES	13
PERMANENT LOCATION VENDORS + DISCOUNT	13
Benefits of paying market day fees in advance:	14
To receive the above benefits vendors must meet the following requirements:	14
Booth Location Selection Windows	14
How to Pay for a Permanent Location	14
Selecting your Permanent Location:	15
SHARING A BOOTH: 2 BUSINESSES & ARTIST GROUPS	15
2 BUSINESSES	15
ARTIST GROUPS	15
AGRICULTURAL PRODUCERS + FARMERS	16
DENTON COMMUNITY MARKET CERTIFIED FARMERS	16
FARMER PAYMENT OPTIONS	17
*POLICY * Apply for Outside Product Exemption:	18
AGRICULTURAL/FARM COLLECTIVES & COOPERATIVES	18
(2-4 BUSINESSES)	
COTTAGE FOOD VENDORS	19
DENTON COMMUNITY MARKET COTTAGE FOOD	19
WHY DO WE REQUIRE THE INGREDIENT LIST?	20
FOOD VENDORS & FOOD TRUCKS	21
Farmers Market Application	
Mobile Food Units Application	21
Market Drink Rules	21
LOCAL NONPROFITS AND BUSINESSES	22
LOCAL BUSINESS PROMOTION WITH ACTIVITY	22

LOCAL NONPROFITS	22
COMMUNITY ART SERVICES	23
PET-FRIENDLY MARKET	23
DENTON COMMUNITY MARKET POLICIES	24
RELIGIOUS AND POLITICAL ORGANIZATIONS	24
DENTON COUNTY BUILDING USAGE	24
VENDOR MEMBERS ON THE BOARD OF DIRECTORS	24
THE FINE PRINT	25
EXPECTED PROFESSIONALISM OF VENDORS:	25
ANTI-BULLYING POLICY	26
MARKET BAN POLICY	26
DIVERSITY POLICY	26
WAIVER AND HOLD HARMLESS AGREEMENT:	26
APPENDIX: Market Day Information	30
ELECTRICITY	30
AWNINGS, TABLES & CHAIRS	30
MARKET DAYS, BOOTHS, SET-UP, & TAKE-DOWN	30
WEATHER POLICIES	30
BOOTHS	31
SET-UP	31
MARKET DAYS - VENDOR SERVICES	32
TAKE-DOWN	32
DESIGNATED VENDOR PARKING AREA	32
VENDOR CHECKLISTS	33

THE MISSION OF THE DENTON COMMUNITY MARKET IS TO CONTRIBUTE TO THE VITALITY, LIVABILITY, AND COMMUNITY SPIRIT OF DENTON BY CREATING A PUBLIC GATHERING SPACE THAT SUPPORTS LOCAL CULTURE AND PROVIDES A MARKET TO BRING TOGETHER VISITORS WITH LOCAL ARTISTS, CRAFTSPEOPLE, FARMERS, AND FOOD PRODUCERS.



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.



2024 MARKET SEASON

The 2024 Market Season is 10 months: March 2nd, 2024 – December 21st, 2024. There are 43 Saturdays in the 2024 Market Season. Market is open Every Saturday, March through December.

- Season Hours: 9:00 a.m. – 1:00 p.m.
- COVID-19 Operations will resume if needed in case of National Emergency.
- Vendors should expect to spend 6 – 7 hours at Markets.
- Market Staff is onsite 7:00 a.m. – 2:00 p.m.



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 Events
March 2nd	DCM Opening Day!
June 8th	Summer Harvest Day
September 21st	Hispanic Heritage Day
October 26th	Spooky Market
November 30th	Small Business Saturday
December 14th	Holiday Market - Extended Hours
December 21st	Last Market of the Year - Extended Hours

Market Day	Other Holidays
March 30th	Easter Weekend Market
May 11th	Mother's Day Market
May 25th	Memorial Day Weekend Market
June 15th	Father's Day Market
June 29th	Independence Day Market
August 31th	Labor Day Weekend Market

* 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.
- Franchised businesses 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 and Proof of Liability Insurance 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 tax filings for requirements.
- Vendors are responsible for securing all appropriate permits and certificates.
- 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.



DEFINITIONS: HANDMADE & LOCAL

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

See “Rules & Requirements” for further clarification of the “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 a 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

The Online Training Video and Quiz is available online, via a link provided by the Market Operations Coordinator. The Training Quiz is required to be completed by one representative from the approved business before your first Market day. **Vendors must retake the quiz every year.**



MARKET & VENDOR INSURANCE

Vendor Liability Insurance is a requirement for all vendors. Market Activities and Performers are exempt from this requirement although it is recommended that they have a Liability Insurance Policy as well. You do not have to obtain insurance before you submit your application.

Vendor Liability Insurance helps to protect vendor businesses and 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.

The DCM holds a Liability Policy with Campbell Risk Management as recommended by the Farmers Market Coalition. Campbell Risk Management has now made it mandatory that DCM vendors maintain a Commercial General Liability Policy. Policy limit should be a minimum of \$1 million per occurrence with a \$2 million aggregate limit. **Each vendor must list the Denton Community Market as an additional insured endorsement** and provide the market with a certificate of insurance confirming coverage. Please have your insurance company add the following to your certificate of insurance, with a waiver of subrogation and agreement to be primary coverage.

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

Please upload proof of insurance during your initial application or email the Market Operations Coordinator no less than 7 days before your first market day. However, we recommend that you submit it as soon as possible. If you have any questions, you may email the Market Operations Coordinator.

Possible Sources of Liability Insurance for Vendors:

- In partnership with the Farmers Market Coalition, Campbell Risk Management is also able to provide vendors state admitted and guaranteed insurance:
 - <https://www.campbellriskmanagement.com>
- Food Liability Insurance Program:
 - www.fliiprogram.com
- Cottage food producers
 - American National has an insurance policy specifically designed for cottage food producers. Contact Eileen Coleman at Eileen.Coleman@american-national.com or call (512) 250-2168 for more information. <http://www.anpac.com/agent/colemanagency>
 - <https://texascottagefoodlaw.com/liability-insurance/>
 - <http://farmandranchfreedom.org/cottage-food-laws/>
- Artists, Crafters and Tradesman Insurance: and Craft Insurance:
 - <https://actinsurance.com>
 - <https://insuranceforartists.com>
- It may be possible to add the Denton Community Market and Vendor Insurance to current home insurance policies.

All vendors must review and agree to the Denton Community Market Waiver and Hold Harmless Agreement. Applicants' electronic signature is submitted with the Vendor Application.



VENDOR MEMBERSHIP INFORMATION



APPLICATION DEADLINE AND REVIEW PROCESS

- Vendors apply online via the DCM Website (www.dentonmarket.org) under the Vendors Tab.
- All Applicants are required to submit a **non-refundable \$25 Application Fee** which must be paid online
 - Pay Online via the DCM Website (www.dentonmarket.org) under the Vendors Tab. Applications are not reviewed until the application fee is received.
- The Vendor Application Review Process may take 2 weeks.
- If you intend to participate in Opening Day, all documentation must be submitted no later than February 16, 2024.
- Vendors from the previous Market season (2023) are given a priority status application time period. Once the Vendor Application is released to the public in January 2024, returning vendors will no longer have priority in categories that may have limits. Returning Vendors are not guaranteed access into the Market if they apply after the Vendor Application has been released to the public. Category limits still apply during the 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 on a single market day, 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.
- **New Product Request Form:** Vendors must inform the Market Operations Coordinator of any new items added to the producer's inventory after the initial application by submitting a New Product Request Form. Vendors cannot bring new items unless they are approved.
- **The Market can disallow the display of non-approved, or previously approved, items if they do not adhere to market rules.**
- The Market cannot always accommodate storage and handling: it is the vendor's responsibility to care for their products, and account for temperature control/display.
- Vendor applications are accepted throughout the market season.
- After **June 1st, 2024** new vendor applications will not be accepted into the regular Market season.
- The Denton Community Market reserves the right to close vendor applications earlier than June 1st if the Market is at capacity for vendor space.



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) includes:

- Ability to attend the Denton Community Market full Market Season
- Right to attend Vendor Meetings (virtual only) (currently on hold) and an opportunity to give input
- Right to vote to approve Vendor Board Member candidates
- Access to any community workshops and seminar

The annual Denton Community Market Membership Fee is \$100 (\$125, minus the \$25 application fee)

- **Exception for Agricultural Producers and Cooperatives: fee is \$65 (\$90, minus the \$25 application fee).** See Agricultural Producers and Cooperatives section for special membership fees and further information.
- Some Non-Profit Organizations and Community groups may qualify for reduced rates.
- Some businesses may qualify for Fee Installment Plan: see next section

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

- Pay Online via the DCM Website (www.dentonmarket.org) under the Vendors Tab.
- The Membership Fee must be **paid online in advance**. No cash will be accepted for Membership fees.

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 45 days without written notification to the Market Operations Coordinator, and fail to pay required fees. The membership fee is **not prorated** 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.



MEMBERSHIP FEE INSTALLMENT PLAN OPTION

Qualifying vendors* may participate in the Installment Plan and pay the membership fee in **two** installments of **\$50**, or **three** installments of **\$33**.

- 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. No cash will be accepted.

- 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 Market Operations Coordinator regarding Installment Plan qualifications.



MARKET DAY FEE *SCHEDULE*

The daily vendor booth fee is \$30 per 10x10 sq. ft. space for all vendors in the Market, with the exception of Food Trucks. Food Trucks submit the \$30 booth fee for their attendance and will be placed according to the size of their truck/trailer. 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.

LATE FEE POLICY

The \$30 daily vendor Booth Fee must be paid in advance for the following Saturday Market Day by the preceding Tuesday before midnight (11:59 PM). Please see the table below for information regarding late fees. The map will not be amended to accommodate them (access to electricity or booth requests 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:

- o ***Best Option* Pay Online** via the DCM Website (www.dentonmarket.org) under Vendors tab
- o **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 Tuesday at midnight prior to the following Saturday Market Day to avoid late fees.

FEE ADJUSTMENT SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Booth Fee: \$30	Current Vendor Attendance list sent to all Vendors	Booth Fee: \$35	Booth Fee: \$40	Final Vendor List and Map available on our website	Market Day!
		\$5 late fee added after 11:59 PM			

Date Changes & Refunds:

- o No refunds will be given for inclement weather, date cancellations or emergencies and unexpected circumstances.

In the event of a large scale and or unforeseen disaster (including but not limited to: pandemic, natural disaster, or political unrest) that impacts the medium to long term operations of the market, the Board of Directors may approve a one-time policy to roll over membership and/or booth fees to the following year.

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

Late Fee FAQ

- o ALL Vendors (including Agricultural Producers + Farmers) will be responsible to pay the late fee if deadlines for payments are not met.
- o The electricity fee (\$5/ market day) does not alter with the Late Fee adjustment.
- o Vendors may continue to sign up for a Market day until the cutoff time Thursday before.
- o No refunds will be given for inclement weather or date cancellation.



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 **32 out of 43 weeks (approx. 8 out of 10 months)**, March – December, and pay the accumulated **\$30/ day market day fee online via SquareUp or by check in advance**. Vendors now have the option to make quarterly payment to secure and maintain a permanent booth location.

All vendors who pay ahead for permanent locations will also receive a **10 % discount** of the accumulated market day fees.

- If you join in April, 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 use the vendor portal to 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 32 out of 43 weeks (approx. 8 out of 10 months).
- Pay the total \$30/day market day fees in advance for two months of the 2024 season online via Squareup or by check.

Booth Location Selection Windows

There are five payment deadlines during the market season. The first deadline is **February 16th, 2024** to pay ahead for the Market months March – April, or the entire season (March – December).

- Vendors may pay booth fees in advance any time during the season to select an available permanent vendor location. However, vendors will no longer receive the 10% discount if they select a booth after June 1st.
- Permanent vendors will have 24 hours after their first day at their chosen booth location to request a change of location.
- A minimum payment for 6 weeks is required to obtain a permanent vendor location.
- Courtesy vendor locations may be considered for vendors that have special requests coordinated in advance with the Market Operations Coordinator.

Deadline for Payment Received	Months of Market
February 16 th , 2024	March - April or Entire Season
April 30 th , 2024	May - June
June 30 th , 2024	July - August
August 31 st , 2024	September - October
October 31 st , 2024	November - December

How to Pay for a Permanent Location

- Upon acceptance as a vendor, vendors will receive a 10% off coupon code to apply at checkout if they meet the Permanent Vendor criteria.
- Pay online via Squareup: <https://dcm-virtualmarket.square.site/vendors>
- Submit a check to PO Box 3057 Denton, TX 76202 or Make checks payable to Denton Community Market
- *this process is subject to change due to unforeseen events (examples include but are not limited to: pandemic, natural disaster or civil unrest)

Selecting your Permanent Location:

On the vendor application there will be an option to select the same vendor space as last season, doing so will automatically grandfather you into the same space as last season. If you select to opt for another permanent

vendor location, the Market Operations Coordinator will reach out to you with what options are available. If you are selecting to be a first time permanent vendor the Market Operations Coordinator will be reaching out to you with the options that are available.

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 a vendor cancels attendance without notification or no calls no shows, the repercussions are as follows:

- 1- The vendor will first be issued a verbal warning for the first offense.**
- 2- The vendor will be removed from Market Maps for one market without refund for the second offense.**
- 3- The vendor will be removed from Market following a strategic exit strategy implemented by the Board of Directors after the third offense.**



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 \$100 Membership Fee online.

- o Vendors are sharing the \$30 daily booth fee, and this is coordinated between the two businesses.
- o The Market Day fee is to be paid in one transaction.
- o 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 \$30 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 Market Operations 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 Market Operations 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 nourishing 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 healthy 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	\$30
Option 2 – Best for intermittent Attendance	\$20	\$35

Agricultural Producers will have their \$25 application Fee applied towards Membership Fee

- Regular attendance: The \$25 application fee will be applied toward the \$90 Membership Fee.
- Agricultural Cooperatives: Each member’s \$25 application fee will be applied towards the \$180 Collective Membership Fee.

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 on a single market day. This is determined on a case-by-case basis by Market staff.

- o Some categories may exceed 3 vendors selling similar items if customer demand is high. (Ex: Produce, eggs, honey)
- o 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. Microgreens)
- o 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 Denton Community Market Board of Directors and Market Operations Coordinator.
- To apply for an exemption, contact the Market Operations Coordinator.
vendorcoordinator@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.**

- Each member’s **\$25 application fee will go towards the \$180 fee.** Members of the Collective/Cooperative share the **\$30 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 Market Operations 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, organic ingredients.
- 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.

Texas Cottage Food Laws

- Cottage Food Vendors are **required** to be familiar with and comply with all current aspects of the Texas Cottage Food Law including changes enacted by the **Texas SB 572 effective September 1st, 2019**. The following information is only a brief highlight of some changes and current regulations. Vendors are responsible for securing the correct permits and certificates.
 - Changes foods allowed. There is a broader definition of foods allowed. All foods must still be non-TTCS (time and temperature controlled for safety) previously defined as potentially hazardous.
 - Less limitations on where and how goods can be sold. Sellers are still required to comply with any additional City Ordinances and Market Policies.
 - Changes to regulations on pickled fruits and vegetables, fermented vegetables, and acidified canned foods including salsa.

Resources for more information laws products and practices visit:

- <https://www.dshs.texas.gov/foodestablishments/cottagefood/faq.aspx>
- <http://texascottagefoodlaw.com/>
- <http://texascottagefoodlaw.com/FAQ>
- <http://farmandranchfreedom.org/cottage-food-laws/>
- Cottage Food Law (HB 970):
<https://capitol.texas.gov/tlodocs/83R/billtext/html/HB00970F.htm>
- Cottage Food Law (SB 572):
<https://capitol.texas.gov/tlodocs/86R/billtext/html/SB00572S.htm>

Texas Food Handler Certificate

- Cottage Food Vendors are required to have a valid Texas Food Handler Certificate (\$10–20).
- The class and certificate are taken online: <https://texas.foodhandlerclasses.com/default>
- The Texas Food Handlers Certificate lasts 2 years.
- **Please upload proof of Texas Food Handler Card to the Market Operations Coordinator no later than 7 days before your first market day.**

Cottage Food Vendors may sell the following items but are not strictly limited to this list under the new Texas State Law. For more information visit <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:

<https://texascottagefoodlaw.com/labels/>

- 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.”

Additional requirements of the Denton Community Market

- List of all possible allergens in the product, including “corn, soy, wheat, dairy, nuts, peanuts, eggs”.
- Specific allergens in individual products are to be clearly noted (i.e. circled or highlighted).
- 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 (corn-starch, 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 DCM a place where consumers can make informed food choices.

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/digestive-diseases-lactose-intolerance#1>

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

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

Soy: <https://www.foodallergy.org/living-food-allergies/food-allergy-essentials/common-allergens/soy>

Eggs: <https://www.foodallergy.org/living-food-allergies/food-allergy-essentials/common-allergens/egg>

Vegan/ Gluten Free/ Specialty Labels:

Foods labelled 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 labelling requirements.

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

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



FOOD VENDORS & FOOD TRUCKS

All food vendors must have a valid Texas Food Handlers Certificate and be prepared to show the certificate on every Market Day.

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**.

The applications and more information can be found at: <https://www.cityofdenton.com/601/Health-Permits>

Farmers Market Application

Food Vendors (that are not Food Trucks) are required to complete the **Farmers Market Event Application** in order to obtain a City of Denton Health Permit. (\$100 Annual Fee)

Mobile Food Units Application

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

- Class I: Limited Food Establishment (\$162 Annual Fee)
- Class II: Mobile Food Establishment (\$324 Annual Fee)
- Class III: General Service Pushcart (\$162 Annual Fee)
- Class IV: Limited Service Pushcart (\$81 Annual Fee)

Market Drink Rules

- Commercial drinks in plastic bottles or aluminum cans are not allowed for sale at the DCM. 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.

Any 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.

Information Needed for Health Permit:

Farmer's Market: Denton Community Market

Market Operations Coordinator: Laci Jones

Phone Number: (940) 268 – 4326
Market Address: 317 W. Mulberry St., Denton, TX 76201
Market Dates: March 2nd - December 21st, 2024
Market Hours: 9:00 a.m. – 1:00 p.m.

Please submit proof of the required City of Denton permits no less than 7 days before the market. It is suggested that you submit your health permit 14 days before the first market day in which you wish to participate. You may contact the Market Operations Coordinator with any questions.

Please submit payment for access to onsite electrical outlets with a weekly booth fee. Failure to submit payment by the deadline will result in removal from the map.
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>



LOCAL NONPROFITS AND 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.

Local nonprofits and 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 (\$100 Membership/ \$30 Day Fee)
- Businesses 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 DCM reserves the right to limit the number of Local Business Promotion Booths at Market days.

LOCAL NONPROFITS

- 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.

- o 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 (\$30).
- 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.

Local nonprofits and businesses should provide their own awnings, tables, or chairs. Vendor Training is required for limited vendors. The Vendor Handbook is required reading in preparation of Market Days.



COMMUNITY ART SERVICES

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

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 DCM 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-FRIENDLY MARKET

The Denton Community Market is a pet-friendly outdoor Market. We welcome pets of all kinds. The market features a pet friendly environment with water bowls, seating, shade, and a play area for our furry friends! Throughout the year we have special pet friendly activities such as a pet costume contest on our Spooky Market Day.



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, or promoting or protesting specific political affiliated beliefs, 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, March through December. No unapproved vendors, solicitors, or informational flyers are permitted within the Historic Park grounds during the Denton Community Market. Unapproved vendors, solicitors, and organizations will be asked to stop the prohibited activity and/or leave the Historical Park grounds.



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 members 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 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, online or in person, that are construed as disparaging or detrimental to vendors, staff, or the Market, as determined by the Board of Directors, will be grounds for revocation of vendor membership status.

ANTI-BULLYING POLICY:

The Denton Community Market acknowledges that all individuals have the right to participate fully in market

programming and activities free from bullying and harassment. Bullying and harassment, like other harmful or violent behaviors, are forms of conduct that disrupt both a person's ability to engage with and enjoy the market, and the DCM's ability to deliver services in a safe environment.

The DCM prohibits bullying as defined below against any individual on the basis of race, color, religion, gender, sexual orientation, gender identity, age, disability status, national origin, genetics, or any protected classification under Federal or state law. This applies to all individuals participating in market activities and also pertains to usage of electronic technology and electronic communication that is used for bullying or harassment (i.e. cyberbullying).

"Bullying," as described by the American Psychological Association, is a type of aggressive behavior where someone causes injury or discomfort intentionally and repeatedly to another person. We further define bullying as written, verbal, or physical conduct that adversely affects the ability of one or more person(s) to participate in or benefit from the Market's programs or activities by placing the individual in reasonable fear of physical or emotional harm. This includes conduct that is based on an individual's actual or perceived race, color, national origin, sex, disability, sexual orientation, gender identity, religion, or any other distinguishing characteristics. This also includes association with a person or group with one or more of the above-mentioned characteristics, whether actual or perceived. Any use of electronic communication technology to bully or harass as defined in this policy is also prohibited.

Upon receipt of a complaint, the DCM Staff and Board of Directors shall take such action(s) as they deem reasonable and appropriate based on this handbook and our organization Bylaws. Reasonable and appropriate actions may include but are not limited to:

- a. Contacting individuals involved to determine whether an investigation should be pursued;
- b. Investigating the alleged incident of bullying, harassment, or cyber-bullying;
- d. Taking action such as banning individuals from the Market.

MARKET BAN POLICY

In the event that a vendor at the market is banned, the ban shall be considered indefinite and the banned vendor shall be strictly prohibited from accessing the market's property or engaging in any digital presence associated with the market, including but not limited to websites, social media platforms, and online marketplaces. This ban extends beyond the vendor's tenure at the market and shall also apply to any third-party associations affiliated with the market. This also applies to a banned vendor or person applying to the market. We are not responsible for refunding any fees associated with your application.

The banned vendor understands and agrees that the market reserves the right to take legal action, if necessary, to enforce this ban and protect the integrity and reputation of the market. Furthermore, the banned vendor acknowledges that any violation of this ban may result in legal consequences, including but not limited to financial penalties and legal fees.

The market shall maintain a record of all banned vendors and their associated information, including but not limited to their name, contact details, employees, professional associates, and reason for the ban. This record shall be confidential and accessible only to authorized market personnel. The market reserves the right to review and reconsider a ban on a case-by-case basis, subject to the vendor demonstrating substantial changes in behavior or circumstances that warrant such reconsideration. Any decision to lift a ban shall be at the sole discretion of the board of directors:

By participating as a vendor at the market, vendors acknowledge and agree to abide by this vendor ban policy, understanding the severe consequences of any violation.

DIVERSITY POLICY

At the Denton Community Market, a diverse, inclusive, and equitable workplace is one where all employees and volunteers, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education, or disability, feels valued and respected. We are committed to a nondiscriminatory approach and provide equal opportunity for employment and advancement in all of our activities, programs, and hiring. We respect and value diverse life experiences and heritages and ensure that all voices are valued and heard.

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 right 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 warnings, 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.

Vendor acceptance of this Handbook is triggered by application submission.

.....

THANK YOU FOR READING THE 2024 VENDOR HANDBOOK, PLEASE LET US KNOW IF YOU HAVE ANY QUESTIONS. THANK YOU FOR CHOOSING THE DENTON COMMUNITY MARKET!

Denton Community Market Staff and Board of Directors

Director@dentonmarket.org

Board@dentonmarket.org

Vendorcoordinator@dentonmarket.org



APPENDIX: Market Day Information



ELECTRICITY

- Electricity is available for business needs only. Items included but not limited to, cash registers, coolers, freezers, ice machines, kitchen appliances, etc. Black boxes in the ground, no more the 20 amps and standing boxes, no more than 40 amps.
- The cost of electricity is \$5 / 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.**
- **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 10lbs. each (x 4)



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 in the Parking Lot.
- If there is thunder, lightning, high winds, and/or severe weather, then we are required to cancel Market.
- Vendor spaces are first come, first serve for the Rainy Day Market. Vendors set up in the Parking Lot spaces.
- Please leave the spaces closest to the Park greens available for vendors that need electricity access.
- We notify attending vendors as soon as possible with any Market updates. If the Market is canceled, we notify Vendors by 6:30 AM Saturday morning (**via email**).
- No refunds will be given for inclement weather or date cancellation.

Windy Day Policy:

- On days with high winds or days with gusts, all free standing 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.

Excessive Heat Policy:

- On days where the heat index is in excess of 100 degrees Market hours will go from 9am - 12pm. Expect this time period to be from mid-June until Labor Day. Please be flexible.

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
 - o This needs to be listed on the Vendor Application and communicated to the Market Operations Coordinator
 - o **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 **8:45 a.m** on Market day
- Vendors may arrive at 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

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.
- \$5* Wooden Tokens are available for Market guests:
 - o 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).
 - o The \$5 Wooden Tokens may be used at ANY Market Booth and act as cash.
 - o 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.
 - o *The \$5 Wooden Tokens are different from the \$1 SNAP Tokens that may only be accepted for qualified purchases.
 - o 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.**
- **CUSTOMER:** Trash and recycling are 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 **8:40 a.m.** 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.
 - o 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.
- Vendor Parking is the Employee Parking next to the Carroll Courts Building (off of W Hickory St), First State Bank, Ciera Bank or America National Bank.
- 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

VENDOR CHECKLISTS

Artisan Vendors

- Met the criteria as laid out in Handbook
- Submitted Application
- Paid Application fee (\$25)
- Paid membership fee (if approved) (\$125 minus application fee)
- Submitted Liability Insurance (with DCM listed)
- Completed DCM Safety Training (video and quiz)
- Paid booth fees

Cottage Food Vendors

- Met the criteria as laid out in Handbook
- Submitted Application
- Paid Application fee (\$25)
- Paid membership fee (if approved) (\$125 minus application fee)
- Submitted Liability Insurance (with DCM listed)
- Completed DCM Safety Training (video and quiz)
- Submitted any applicable City Health permits or Food Handlers Certifications
- Correctly Labeled Food Products
- Paid booth fees

Agricultural Vendor

- Met the criteria as laid out in Handbook
- Submitted Application
- Paid Application fee (\$25, applied towards membership if approved)
- Paid membership fee (if approved) \$90 (minus the \$25 application fee)
- Submitted Liability Insurance (with DCM listed)
- Completed DCM Safety Training (video and quiz)
- Submitted any applicable City Health permits or Food Handlers Certifications
- Correctly Labeled Food Products
- Completed Civil Rights Training (if participating in WIC/SNAP)
- Paid booth fees

Food Truck

- Met the criteria as laid out in Handbook
- Submitted Application
- Paid Application fee (\$25)
- Paid membership fee (if approved) (\$125 minus application fee)
- Submitted Liability Insurance (with DCM listed)
- Completed DCM Safety Training (video and quiz)
- Submitted any applicable City Health or Food Truck Permits, or Food Handlers Certifications

- Correctly Labeled Food Products
- Paid booth fees

Community/Non-Profit Vendors

- Met the criteria as laid out in Handbook
- Submitted Application
- Paid Application fee (\$25)
- Paid membership fee (if approved) (\$125 minus application fee) if required
- Submitted Liability Insurance (with DCM listed) if required
- Completed DCM Safety Training (video and quiz)
- Paid booth fees