

## Farmers Market Food Safety Guidelines

1. Vendors producing or manufacturing food products **must submit a copy of their manufacturing permit** from the TX Dept. of State Health Services. Home bakers **must submit a copy of their food handler's certificate** approved by the TX Dept. of State Health Services. Taxable goods **require a copy of their sales tax permit**.
2. Egg producers selling only ungraded eggs from their own flock may be exempt from the TX Dept. of Agriculture, but must be permitted by the State Health Services. Eggs must be stored under refrigeration at 45 degrees or less. Vendors must provide a thermometer to verify temp. Eggs must be labeled as non-graded in new cartons/no previously used cartons.
3. Meat vendors **must submit a copy of their State or USDA licensing** to ensure that meat is properly processed under State and/or USDA regulations. Specific labeling requirements must also be met ex: safe food handling, name and address of distributor or packer etc. Meat must be stored frozen in a mechanical freezer at 0 degrees or less.
4. Milk vendors **must submit a copy of state milk licensing**. Fluid milk, dry milks and milk products complying with Grade-A standards shall be obtained and pasteurized.
5. Vendors selling foods requiring temperature control must have equipment onsite in order to maintain proper food temperatures. All refrigeration or freezer units must have thermometers on hand for verifying temperatures.
6. All cottage food products must meet Texas Cottage Law labeling requirements to include the following information: the name and physical address of the cottage food production operation; the common or usual name of the product; if a food is made with a major food allergen, such as eggs, nuts, soy, peanuts, milk or wheat that ingredient must be listed on the label; as well as the following statement: "This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department." Labels must be legible.
7. All cottage food products must be packaged in a manner that prevents product contamination.
8. The following cottage food products may be sold:
  - a. Baked goods requiring no refrigeration, i.e. cakes, cookies, pastries. (No custards/cream fillings)
  - b. Candy (including chocolate, chocolate-dipped pretzels, chocolate-dipped Oreos, etc.)
  - c. Coated and uncoated nuts
  - d. Unroasted nut butters, fruit butters
  - e. Canned jams and jellies
  - f. Fruit pies (including pecan pie)
  - g. Dehydrated fruits/vegetables includes dried beans
  - h. Popcorn and popcorn snacks
  - i. Cereal, *including* granola
  - j. Dry mixes
  - k. Vinegar, pickles, mustard
  - l. Roasted coffee or dry tea
  - m. Dried herbs or herb mixes
  - n. Baked goods requiring refrigeration may not be sold under the cottage food law, i.e. cream pies, meringue pies, cheesecakes, pumpkin pies, chocolate covered fruit
  - o. Fermented vegetable products, acidified canned goods, and pickled fruit and vegetables
9. Vendors wishing to sample foods must adhere to the following guidelines:
  - a. Provide hand wash station consisting of: continuous flow spigot for clean potable water, antibacterial liquid soap and paper towels, container to catch dirty water from hand washing.
  - b. Three step ware washing station to be available to wash, rinse, and sanitize utensils.
  - c. Trash can to capture cups/utensils.
  - d. Served while wearing clean or disposable plastic gloves.
  - e. Observing proper hand washing techniques immediately before preparing samples
  - f. Produce intended for sampling is washed in potable water to remove soil or other visible material
  - g. All potentially hazardous food maintained at 41°F or below s/b disposed of w/in 2 hrs. Public time as health control will not be allowed for TCS foods prepackaged/wrapped or otherwise made to be sold whole to the public.
  - h. Utensil and cutting surfaces used for cutting samples are smooth, non-absorbent, and easily cleaned or disposed of.
10. RFM vendors are subject to an inspection by the city health inspector.

## Rockwall Farmers Market (RFM) Rules

### Vendor Eligibility/Vendor Responsibilities:

1. Vendor applications are subject to review and approval; submission of an application does not guarantee participation. Only approved vendors are allowed to sell at the RFM.
2. Vendors maintaining food or agricultural retail operations will be considered on a case by case basis.
3. **Vendors at the RFM shall agree to the terms of these rules. By signing the agreement, applicant acknowledges the rules of the RFM.**
4. **Vendors are required to attend the market options they have checked on their application.**  
**By signing this application you are acknowledging the following: If you miss more than 3 markets,**  
you will be subject to removal and the application review committee shall contact the next vendor on the waitlist.
5. Vendors shall supply all their own materials and containers for customer sales as well as set up; such as canopies, tables and chairs.
6. No firearms, alcoholic beverages or drugs will be allowed at the RFM.
7. Vendors must vacate the market by 1PM. Vendors shall not use public trash receptacles for disposal of produce boxes or unsold produce. If a market representative has to clean your space at the close of the market, vendor may not be able to return to the market. Vendors cannot leave items on premise.
8. **After unloading, vendors shall park in one of the designated public parking areas. Vendors may not utilize on street parking during the Market.**
9. **Parking Restrictions: Parking will not be allowed around the courthouse area or the lot off of Goliad Street across from the 7-11. This includes all vendor and volunteer vehicles. Please view map on website to access the correct parking areas. SAVE PARKING FOR YOUR CUSTOMERS.**

### Market Operation:

1. The Friends of Downtown are responsible for the operation of the market and for enforcing the rules of the market. All vendors are expected to adhere to the market rules.
2. Violation of any provision of the market rules shall be a material breach and default by the vendor. The market representative shall reserve the right to cancel any vendor's participation at any time if and when the vendor shall be found to be in violation of any market rule or eligibility requirements.
3. **Designation and allocation of spaces at the market are determined by the market coordinator and may be changed at any time if the market coordinator deems it necessary.**

4. Hours of operation are each Saturday from 8:00 AM until 12:00 PM or the vendor sells out. Vendors must arrive at the market no later than 7:30 AM to allow enough time to set up and be ready to greet customers for the opening of the market at 8:00 AM.
5. As a safety precaution, no vehicles shall be allowed in the Farmers Market area after 7:30AM.
6. Vendors shall clean up their areas at the end of each market and take unused produce and boxes away with them. Vendors are responsible for keeping their space and all areas around their space clean/free of any conditions that might potentially result in or cause injury to vendors and other persons or parties at all times during market hours. Sidewalks must be free and clear of debris/cardboard boxes. Cords stretched across pathways must be taped down securely.
7. RFM will be opened rain or shine. If rain is forecasted, vendors will use their own discretion regarding attendance. If vendor does not show it will not be applied to (3) allowed absences. If you have any questions contact Claudette Hatfield at 214.543.4066 or Linda Fergusson at 214.289.7466.
8. **Vendors must contact either Claudette Hatfield at 214.543.4066 or Linda Fergusson at 214.289.7466 as soon as possible if unable to attend the market or late.**
9. **Due to COVID**, vendors are required to wear a mask, practice social distancing, and provide hand sanitizer at their booth. In addition, all samples must be provided in closed containers.

Products Sold at the Market:

1. All products sold at the RFM shall be grown, raised, and/or produced directly by the vendor within the Texas regions, with the exception of approved full disclosure of selling another's product with the name, contact info, and location of origin.
2. Vendors shall sell only items the committee has approved for sale. Vendors wishing to add an item(s) to their list must first gain approval from the committee by submitting an amended application.
3. Vendors shall determine the pricing and display of their products.
4. All vendors must abide by the health code and restrictions, rules & laws of the City, County, and State of Texas.
5. No potentially hazardous produce or product will be permitted for sale.
6. All items intended for human consumption shall be kept off the ground at all times and be in safe and sound condition. The seller shall be solely responsible for damages resulting from the sale of unsafe or unsound goods.

### Acknowledgement

I, the undersigned, certify the statements made by me are true, complete, and correct to the best of my knowledge. I agree to abide by the rules as stated in the "Rockwall Farmers Market Rules". I understand any misstatement or omission of facts in this application may be cause for rejection of this application and/or cancellation of a prior approval of an application.

I, the undersigned, understand and agree to keep and maintain my vendor space(s) and all areas in and about said vendor space(s) clean and free of debris and any conditions that might potentially result in or cause injury to myself and any other persons or parties. I also understand and agree I am solely responsible and assume entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons, or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the condition and quality of any and all products, produce, wares and matters of any kind that I produce, market, display, serve and/or sell at, about or through the "Rockwall Farmers Market".

**I, the undersigned, further specifically agree to fully defend, indemnify, release and hold harmless the City of Rockwall, Rockwall County and the Friends of Downtown (FOD) and their respective officials, officers, agents, directors, attorneys and employees (hereafter referred to collectively as the "Indemnified Parties") from and against any and all suits, claims, judgments, demands, actions or causes of action, liabilities, losses, costs or expenses, including the reasonable attorney's fees and court costs and disbursements, whether arising in equity, at common law, or by statute, or under the law of contracts, torts (including negligence and strict liability without regard to fault) or property, of every kind and character (including claims for personal injury, bodily injury, emotional distress, real and personal property damage and economic loss) (all of which are hereinafter collectively called "Claims"), which may now or in the future be brought or instituted or asserted on account of or growing out of or arising from (i) any failure on my part, my partners, officers, managers or agents, subtenants or licensees ("My Parties") to comply with the provisions of this Agreement, or to comply with the provisions of law applicable to my business, or the provisions of law applicable to the property of Rockwall County and the City of Rockwall, or (ii) any and all injuries or damages, including death, to persons or properties relating to the condition, or my use or occupancy of the property of the City of Rockwall and Rockwall County, including the operation of my business upon such property, regardless of any extraordinary shifting of risk, and even if the claims are caused by the active or passive negligence or sole, joint, current or comparative negligence of indemnified parties regardless of whether liability without fault or strict liability is imposed upon or alleged against such indemnified parties, but not to the extent that a court of competent jurisdiction holds in a final judgment that a claim is caused by the willful misconduct or gross negligence of such indemnified parties. The indemnity provided hereby specifically includes, but is not limited to, any loss, damage, or injury sustained by me, and any and all of my agents, employees, invitees, including caterers, and its contractors and patrons whether to person or property and whether the result of negligence, gross negligence or wrongful conduct. The indemnification shall also include costs of defense, which shall be an attorney of the Indemnified Parties' choice, court costs, expert witness fees, and any judgment together with pre-judgment and post-judgment interest. The City of Rockwall, Rockwall County nor the (FOD) assumes any responsibility for any property placed on or in its facilities or grounds.**

I acknowledge and agree the City of Rockwall, Rockwall County and (FOD) Rockwall will not provide any security for the market and the City, County and (FOD) Rockwall shall not be liable for any lost, stolen and/or damaged property, materials, equipment, produce, goods, and any other items associated and/or used in conjunction with the market. I hereby release the City, County, Friends of Downtown and their Officials, Officers, Board of Directors, Agents, Representatives and Employees from, and waives any and all rights to any and all claims for damages, or otherwise, I may have with regard to lost, stolen and/or damaged property, materials, equipment, produce, goods and any other items associated and/or used in conjunction with the market.

By signing this application, I agree to a site visit to confirm application information, by at least one member of the "Rockwall Farmers Market", prior to acceptance of application. Photos may be taken at the site visit for future marketing purposes. **By signing this application I also agree that I have read and understand the Market Rules and will comply by them.**

---

Applicant's Signature

---

Date