

# Tomball Farmers Market Farm & Food Vendor Application

The Tomball Farmer’s Market is the largest year-round weekly farmer’s market in Harris County.

- Vendors **MUST** sell products made, grown, or produced by the vendor within **150 miles from Tomball**.
- Farmers may resale product from another farm that is located within 150 miles of Tomball with prior board approval. Items may not exceed more than 20% of total items sold at the booth.
- Farmers/backyard gardeners are required to have a site visit before selling at TFM
- **NO WHOLESALE VENDORS ARE PERMITTED.**
- Vendors **MUST** also hold **ALL** required current permits, licenses, and insurance policies necessary for their business operation.
- Please fill out **all required (\*) fields**. Applications that are missing required information will **NOT** be processed.

Our market spaces are in high demand and there is a waiting list. Priority will be given first to farmers, then to food vendors, and lastly crafters.

## BASIC VENDOR INFORMATION: (check all that apply)\*

Date of Application*:	
Farm/Business Name*:	
Name of Owner or Proprietor*:	
Address*:	
City, State, Zip*:	
E-mail*:	
Website address:	
Telephone number(s)*:	

## VENDOR DETAILS: (check all that apply)\*

Products: Check all that apply					
	Fruits/ Vegetables		Nursery Plants		Prepared Food
	Herbs		Eggs		Meat
	Dairy		Baked Goods		Other (please specify)

1. Are you a cottage food vendor?	Yes	No	N/A
2. Are your products made in a commercial kitchen?	Yes	No	N/A
3. Do you have a State of Texas Manufacturers License?	Yes	No	N/A
4. Do you have food manager/handler’s certification?	Yes	No	N/A
5. Do you carry business liability insurance? <b>*This is required to sell products at TFM</b>	Yes	No	*If you do not currently have insurance, you can remain on our waiting list without it, but you may not participate in fill in or permanent vending until it is obtained.

Give us a detailed description of your business and all products you will be selling\* (This can be done on another page and attached to your application)

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Tell us what makes your product unique:\* (This can be done on another page and attached to your application)

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List the full names of family members, employees, or agents who may sell for you:

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**Vendor Attendance:**

**How often are you able to attend our market?\***

Please check a box below	Times per month you can attend*	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , or 4 <sup>th</sup> Saturday of the month? *
	Every Saturday	N/A
	3 x a month	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup>
	2 x a month	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup>
	1 x a month	1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup>
	Seasonal <b>(For seasonal products only)</b>  <b>Tentative Start Date</b> _____ <b>Tentative End Date</b> _____	Circle 1 or more: Jan, Feb, Mar, Apr, May, Jun, Jul, Aug, Sept, Oct, Nov, Dec <b>Circle weekends available</b> 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup>

- The Tomball Farmer’s Market is a rain or shine year round market. Priority will be given to applicants who wish to be full time vendors.
- Vendors are obligated to vend for the days submitted on this application. Vendors can cancel up to 10% of those days without incurring a Commitment Penalty if cancellation rules are followed.

**\*MUST PROVIDE COPIES OF ALL LICENSES AND PERMITS**

Complete application must be submitted before vendor is permitted to sell at the market. This may include the following: food manufacture license, nursery permit, organic certification, dairy permit, mobile food license, sales tax permit, food manager’s certification, insurance policies (limits page), growers statements, health department permit and other permits required for your particular business.

Please contact the Harris County Health Department if you have any questions about what type of food permit you will need for our market. It is your responsibility to know which are required for your particular business and to secure the necessary insurance and certifications required by the state or county for your specific business.

**Contact Person:**  
**Evelin Pollock**  
**epollock@hcphe.org**

**All Permits MUST be submitted with your application.**

Admittance to the Tomball Farmers Market depends on approval by the TFM vendor committee and Tomball Farmers Market Board of Directors. You will be updated by email after each committee meeting.



Check box if electricity is needed. This will be an additional \$5 each weekend, must be approved, and will be limited.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**You may email or mail in your application paperwork. Email is the preferred way to submit your application and gets you a faster reply.**

<b>Mailing Address for Application paperwork</b>	<b>Email Address for application paperwork and/or questions</b>
Tomball Farmers Market Attn: Tomball Farmer’s Market Vendor Committee 14090 FM 2920 Suite G163 Tomball, Texas 77377	<a href="mailto:tfmvendorapps@gmail.com">tfmvendorapps@gmail.com</a>

**VENDOR FEES**

Tomball Farmers Market is a year round market run weekly, every Saturday from 9am to 1pm. Fees are \$25 per Saturday per each 10’x 10’ space. Fees are collected electronically.

# TOMBALL FARMERS MARKET

Initial Each Box	Vendor Rules
	<p>1. Booth space (10' X 10') assigned weekly. Vendors must supply and remove signs, equipment, and items needed for sales (such as: tables, chairs, tents, marketing material.) Motorized vehicles are allowed behind booth (where permitted). Vehicles or trailers shall not be utilized as a display or dispensing area. Power is provided in limited areas with approval from the committee and an additional fee.</p>
	<p>2. Due to insurance liability, all Vendors must have 25 lbs. or more weight per each leg of the tent. All tents must be in working order. If the vendor does not have enough weight or if the tent is broken, the Market Coordinator or his/her designee will ask the tent to be taken down or a vendor can rent weights (if available) for \$5 from the market.</p>
	<p>3. All signs may not protrude further than 3' from in front of vendor's allotted exhibit space and must not block traffic or pedestrian ingress or egress, or interfere with other vendors' display or views. Market Coordinator or his/her designee will have full authority on sign placement.</p>
	<p>4. Market Coordinator or his/her designee has full authority to re-assign exhibit space if it is necessary.</p>
	<p>5. <b>Set-up starts at 7:15 am and must be completed by 9:00 am.</b> Arrivals after 9:00am <b>must</b> check in with Market Coordinator before set up. Vendors are responsible for removing all garbage from their stall space area. Each 10' x 10' stall space will be left cleaned. <b>Breakdown starts at 1:00 pm</b> and must be completed, and stalls vacated, by 2:30 pm. If a vendor with a reserved space does not plan to attend, they are required to notify the Market. Any notices received after 4pm Thursday will be counted as a "no show" unless the Vendor pays for the spot.</p>
	<p>6. Produce, food, and crafts made or grown by vendors may be sold. Limited farmer resale permitted with prior committee approval. All food products must be sold, displayed, and stored from a surface above the ground. Vendors must utilize tables, shelves, cases or other structures for these purposes.</p>
	<p>7. No soliciting shall be permitted within the Market area. Displays of public interest, such as nutritional, health or consumer information, may be displayed with the permission of the market Coordinator or his/her designee.</p>
	<p>8. Vendors are responsible for collecting and remitting their own sales tax.</p>
	<p>9. The Market Coordinator, Executive Director, or his/her designee is responsible for enforcing the Vendor Rules. Vendors selling prohibited items will be asked to remove those items from sale or leave the Market. After 3 violations of vendor rules, this will result in being banned from the Market with no reimbursement of fees paid.</p>

	10. It is the vendor’s responsibility to have liability insurance for their business.
	11. Vendor applications must be renewed annually.
	12. Any vendor challenging another vendor's conduct or a product's legitimacy must file a written complaint with the Market Coordinator or his/her designee, giving the name of the vendor and the product or situation they feel may not be in compliance with Market policies. The complainant must date and sign their name and the Market Coordinator or his/her designee will turn over all complaints to the Executive Director for a follow-up.
	13. Noise ordinance: Vendor music must not travel outside of vendor booth space. Quiet generators or invertors will be allowed for use during market hours.
	14. All vendors are expected to maintain a professional demeanor towards patrons, other vendors, and market personnel. Drug use, alcohol use, smoking, and vaping are not permitted.
	15. <u>Vendors prepay for any given month by paying for <b>all</b> committed days for the upcoming month. If a prepaid vendor misses a market, they forfeit their paid space but the absence is not recorded if the market is notified.</u>
	16. Invoices <b>MUST</b> be paid electronically before Thursday at 4pm. If not paid on time, and vendors still wishes to vend, there will be a \$10 late fee and they will setup wherever TFM assigns. If a vendor wishes to use a free absence, they must notify before Thursday at 4pm.

# Commitment to Vend

I understand that I will be obligated to vend for 90% of my commitment. It is my responsibility to notify the Market no later than the Thursday before the market if I am unable to attend the Saturday per my commitment. If I notify the market then I will be counted as absent. If I do not notify the market by 4pm Thursday, it will be counted as a “no show” unless the spot is paid for by the vendor.

My commitment is:

Check box below	Commitment	Absences allowed per year	Choose Weekends Attending
	Every Saturday (50 markets)	5	N/A
	3 x month (36 markets)	4	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup>
	2 x month (24 markets)	2	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup>
	1 x month (12 markets)	1	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup> 4 <sup>th</sup>

Failure to adhere to the Commitment to Vend will result in loss of full time status, a move to the fill in list, and to the bottom of the waiting list.

If you do not cancel by 4pm on the Thursday before the market, you will be counted as a “no show”. You will be given the opportunity to pay for the spot and have the “no show” not be recorded. After 2 no shows, you will be automatically moved from full time to fill in status. After your 3<sup>rd</sup> no show, you will be removed from our vendor list and can reapply after 3 months. This will result in you being placed at the bottom of the waiting list. If you wish to avoid keeping track of your attendance, prepay for your space each month.

I, the vendor, do hereby agree to the rules provided for the Tomball Farmers’ Market.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

Company Name: \_\_\_\_\_

# TFM Farm and Food Application Checklist

**INITIAL EACH BOX AFTER COMPLETION AND SIGN AT THE BOTTOM**

- Fill out the application in its entirety
- Circle the Saturday's you can vend (unless you checked all)
- Initial all of the rules
- Fill out the commitment to vend paper
- Fill out and sign the vendor waiver
- Provide a copy of your insurance
- For Cottage Food Vendors permits:**
  - Submit your food handler's or managers certification/permit
  - Make sure you have read the Harris County brochure on our website to make sure your foods fall under the cottage law.
- For Pre-Prepared Food Vendor permits:**
  - Submit your State Permit (If you are renting a commercial kitchen, they will provide you with a copy of this)
  - Submit your food handler's certification/permit
  - If your food is not frozen, you will have to purchase another permit from Harris County after you have been accepted as a full time vendor
- For Prepared On Site Food Vendor permits:**
  - Submit your food handler's certification/permit
  - You will have to purchase a temporary event permit or sampler's permit from Harris County
- For Produce or Honey Only Farmers**
  - No permit needed.
- For Value Added Farmers (Items made or cooked only from what you grow or farm) Cheese, Eggs, Meat, Jam, Sauce, Broth, etc**
  - Farmer's market permit must be purchased from Harris County Health Dept

**I have initialed and provided all items in the checklist**

**Vendor signature:** \_\_\_\_\_

## VENDOR RELEASE AND WAIVER OF LIABILITY

The undersigned, \_\_\_\_\_ (the "Vendor"), desires to sell its products and/or services at Tomball Farmers Market at 205 W. Main Street, Tomball, TX 77377, operated by Tomball Farmers Market, Inc. ("TFM"). As lawful consideration for being permitted by TFM to participate in the Market, Vendor agrees to all the terms and conditions set forth in this Release and Waiver of Liability.

1. ASSUMPTION OF RISK. VENDOR IS AWARE AND UNDERSTANDS THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. VENDOR ACKNOWLEDGES THAT ANY INJURIES THAT HE/SHE SUSTAINS MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF TFM OR ANY RELEASEES (DEFINED BELOW). NEVERTHELESS, VENDOR ACKNOWLEDGES THAT HE/SHE IS VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREES TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF TFM, ANY RELEASEES, OR OTHERWISE.

2. Release; Covenant Not To Sue. Vendor hereby expressly waives and releases, on behalf of himself/herself, his/her heirs, executors, and administrators, any and all claims, now known or hereafter known in any jurisdiction throughout the world, against TFM and the employees, agents, affiliates, successors, and assigns of TFM, on account of injury, death, or property damage arising out of or attributable to the Activities, whether arising out of the negligence of TFM, any Releasees, or otherwise. Vendor covenants not to make or bring any such claim against TFM or any other Releasees, and forever releases and discharges TFM and all other Releasees from liability under such claims.

3. Indemnification. Vendor shall defend, indemnify, and hold harmless TFM and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the negligence, recklessness or willful misconduct by Vendor as part of the Activities.

4. Integration. This Agreement constitutes the sole and entire agreement of TFM and Vendor with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

5. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

6. Assignment. Vendor shall not assign any of his/her rights or delegate any of his/her obligations hereunder without the prior written consent of TFM. Any purported assignment by Vendor in violation of this Section 6 shall be null and void. Notwithstanding the foregoing, Vendor understands and agrees that TFM shall at all times have the right, in its sole discretion, at any time, to sell, assign, or transfer all or a portion of its rights and obligations under this Agreement without the prior written consent of the Vendor. This Agreement is binding on and shall inure to the benefit of TFM and Vendor and their respective successors and assigns.

7. Choice of Law; Choice of Forum. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Harris County, Texas and Vendor hereby consents to the exclusive jurisdiction of such courts.



8. Headings. The headings used in this Agreement are for the convenience of reference only, and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

**BY SIGNING, VENDOR ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, AND THAT VENDOR IS VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE TFM.**

VENDOR BUSINESS NAME: \_\_\_\_\_

Signed Name : \_\_\_\_\_

**Must be signed by the business owner not an employee or representative**

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_