

RULES AND REGULATIONS OF
SAN ANTONIO FOOD BANK FARMERS' MARKET ASSOCIATION

OPERATION OF FARMERS MARKET

The day-to-day challenges of running a market are considerable and, regardless of the form of corporate structure adopted, most markets delegate day-to-day operations to a designated agent, who is commonly referred to as the "market manager". The market manager supervises the market's operations both before and during market hours and is readily accessible to answer questions and/or respond to complaints submitted by customers and vendors.

JOB DESCRIPTION OF MARKET MANAGER

- Select vendors that will be allowed to sell goods at the market
- Will be responsible for approving the goods that are to be sold at the market
- Will work with the vendors to assign spaces
- Will monitor vendor compliance with the market rules, enforce applicable regulations, and administer penalties.
- Will handle administrative issues, including maintaining all the appropriate books and records, distribute market rules, track sales, update vendor contact lists and similar activities.
- Will monitor the financial affairs of the market such as collecting applicable rents, fees, fines, etc. from each vendor.
- Will monitor compliance with applicable local, state, and federal regulations
- Will monitor vendor disputes and if needed will direct the vendor to the board of directors for resolution of disputes.

I. AUTHORITY

The association emphasizes its commitment to fair, impartial, and equal treatment at the Market and within the following groups: (1) Farmers, (2) Ranchers, (3) Retailers, (4) Staff, (5) Customers, and any other classification hereinafter named.

The Market Manager is delegated the supervision and general control of the Market premises and operations.

The Market Manager is responsible for collection of all fees, rents, etc. and shall deliver a receipt to each tenant as fees are collected.

The Market Manager will take whatever actions are necessary to deal with problems or emergencies at the Market.

The Market Manager or his or her agent shall have the right to revoke any privilege issued to any person under the terms of these Rules and Regulations. Any person who has had such privilege revoked shall be barred from the Market until reinstated by the Market Manager or the Farmers Market Association.

The Market Manager, employees, or Farmers Market Board shall not receive any tips or gratuities from any vendor on the market, or their representative or agents.

No market employee (hourly or salary) or Farmers Market Board member may be employed by any market vendor in any capacity during or after normal working hours. They shall also not have any financial or operational interest in any vendor's business.

II. RULES VIOLATION

The violation of any of the following Market Rules and Regulations, Health codes, and State and/or Federal Laws will be a breach of license to operate on the Market, which will subject the offending **Vendor** to the loss of any or all privileges. The Market Manager is hereby granted the authority and directed to immediately evict any **Vendor** or customer who is in serious violation of health or other standards.

REVOCAION PROCESS

Serious Violations- A violation that poses an immediate threat or hazard to the health or safety of the Market staff, **Vendors**, or public. Nothing herein shall be construed to restrict the ability of the Market Manager to consult with or request the assistance of law enforcement officials in the implementation of the Market Rules and Regulations, as well as all other state and local laws.

In case of serious violations, the Market Manager may immediately expel any person from the Market indefinitely.

Other Violations- In case of other violations, the Market Manager shall:

For a first offense, serve a written warning to the appropriate person(s) or firm outlining the infractions and indicating the steps necessary to correct the problem and result in compliance with the Market's Rules and Regulations.

In case of a second offense, or failure to comply with a written warning after a first offense, the Market Manager may **terminate the license to occupy space at the market**. Market privileges may be reinstated upon written application to the Market Manager stating **the reasons for termination of the license and how those actions will be corrected**. The violator(s) **must indicate they will comply** with all provisions of the Market's Rules and Regulations

In case of a third or subsequent violation, the Market Manager may evict such violator(s) from the Market permanently, subject to the same reinstatement procedure presented in the appeal process.

APPEAL PROCESS

Any Tenant whose privilege to conduct business on the Market has been indefinitely revoked by the Market Manager may appeal to the Farmers Market Association Board. All appeals must be made in writing within 72 hours after written notice of revocation, and such appeal shall be a brief statement of the reasons for revocation, and the reason for the appeal. During the appeal, the **vendor** whose market privilege has been revoked shall be barred from the market property. Upon receipt of the appeal, a time shall be set for a hearing **not less than three days** or more than 30 days after the appeal has been filed. After hearing such an appeal, the Association may affirm the revocation or reinstate the market privileges of the applicant. The Association's decision shall be conclusive and final.

MARKET RULES

Cleanliness

The appropriate health permits shall be posted in full view by all persons buying or reselling foods.

All food must be handled in a sanitary manner and in compliance with existing health laws.

Vendors are required to be clean and dress in an appropriate manner while handling food items. Shoes and shirts are required.

Each vendor is responsible for cleaning his/her rental space to the satisfaction of the Market Manager. Persistent failure to adhere to this policy will constitute just and sufficient cause for revocation of **vendor's license to use space at the market**. The **Vendor's** area of responsibility extends a minimum of 10 feet beyond rented space. All space for which the **vendor** is responsible must be free of empty cartons, pallets, expired produce, trash, and other types of debris. Non-Market items must be removed immediately.

Anything left after the license agreement expires will be removed by the market management at the Licensee's expense.

No licensee shall be allowed to remodel, adjust, renovate or in any way change the licensed premises without the written consent of the Market Manager. The Market Manager shall give final approval for each vendor's table, its equipment, contents, and appearance.

All produce and other items offered for sale must be kept at least six inches above the pavement to facilitate the washing down of the market, as per local Health Department Codes.

Product Quality

Vendors must not sell a product that is unwholesome or fails to meet the standards or requirements of federal, state, or local laws and regulations.

Fresh or cured meats shall not be sold in exterior stalls unless properly packaged and labeled with the proper inspection label.

The Market Manager may personally make, or authorize appropriate inspections believed necessary, to prohibit the sale of any product that does not conform to legal and/or specified market standards.

Vendors must keep displays stocked with fresh products. The Market Manager shall have the right to demand removal of unsalvageable products.

Fair Practices

Vendors or their employees on the Market must not approach a buyer for the purpose of making a sale while said buyer is in conversation with another **vendor**.

Vendors are encouraged to interact with customers and promote their products; however no **vendor**, or their employees, shall make any public outcry, engage in "hawking", or use any disruptive music or other entertainment activities for the purpose of drawing customers or attracting attention.

No **vendor** or their employees shall do any act or use any language, intended thereby to insult another **vendor** or customer or to intimidate a shopper into purchasing his or her product.

All platforms, aisles, walkways, and streets must be kept clear at all times, except for immediate loading and unloading. All vendors are required to keep their produce, displays, or anything else for sale within the confines of their tables. If vendor's product is not removed from the public area after notification the Market Manager may have the items removed and disposed of at vendor's expense. The Market Manager also has the option of charging the offending vendor additional rent of up to \$50 per day per violation.

The vendors on the market have a responsibility to satisfy customer's complaints. Upon receipt of repeated complaints concerning the same vendors, the Market Manager may follow the procedures prescribed in the Violations Section.

Operating Hours

Operating hours will be published by the Market Manager and adjusted seasonally if needed.

Vendors requiring access to the Market after hours must obtain access permission from the Market Manager.

Deceptive Practices

Unlawful, fraudulent, dishonest, or deceptive practices are punishable as provided by Rules presented in Violations section.

No **vendor** or their employees shall enter into any collusive price agreement or join any organization for the purpose of colluding to rise, lower, or control in any way, the prices of products offered for sale on the Market. No one will be permitted to act in an individual or collusive manner with others, for the purpose of restricting or preventing products from entering the Market

False Reports

Vendors and/or employees who circulate false reports tending to upset or destroy the operations of the Market, or that may cause upset or damage to vendors in the form of lost sales shall be subject to expulsion from the Market.

Prohibited Items or Acts

No alcoholic beverages or any controlled substances in any form shall be consumed, kept, bought, or sold in any kind of container at any table, or location on the Farmers Market premises.

The use of profane, discourteous, harassing, or abusive language on the Market is prohibited and violators are subject to disciplinary action up to removal of premises.

Children shall not be permitted to roam or wander around the Market unsupervised.

Vendors or their employees are not permitted to keep or sell any animals on the Market. Fireworks may not be sold or discharged on Market premises.

No illegal action of any kind, including gambling, is allowed on the Market premises.

The Market is smoke free and the vendor would receive two documented verbal warnings, one written and then a fine of \$25 per incident per vendor or employee.

Warnings will be issued by management or a designated representative (security).

Vehicles/Parking

Every person operating a vehicle on the Market premises shall drive said vehicle in a careful and prudent manner and at a rate of speed so as not to endanger the property of another or do physical harm to any person. All parking signs and fees must be observed. **The Market Manager or his or her agent shall have the authority to direct the arrangements and movement of all vehicles on the market.**

Trash Disposal

All trash must be placed in the appropriate trash containers provided by the Market. **The Market Manager may change the manner in which trash is picked-up with a week notice.**

Abandonment

Any food products, articles, or equipment left unattended on the market premises and not claimed or made known of prior to 24 hours from time of license expiration will be determined abandoned. The Market Manager may remove from the Market, at the owner's expense, all such items. The Market Manager may donate this abandoned property to a person or agency for removal.

Utilities

Only those usages of electricity approved by the Market Management will be permitted. Excessive use of any utility provided by the Farmers Market may result in a surcharge. **All utilities will be charged at the same rate they would receive from the utility supplying that particular utility.** **Any additional electrical equipment must be pre-approved in writing by the Market Manager.**

Damage of Market Property

Persons causing damage to Market property shall be held financially responsible for the cost of repairs or replacements. Such property includes, but is not limited to, buildings, grounds, fences, gates, vehicles, and any other property owned/or operated by the Market.

Advertising/Signage

All **vendor** signage must be **professional** and **pre-approved in writing by the Market Manager**. **All product signage must be neatly done on suitable material. Cardboard boxes, Styrofoam, or other packaging material is not suitable for product signage.** In order to present the best possible image of the Market, any activity not related to the everyday direct selling of products must be approved in writing and in advance by the Market Manager. This includes, but is not limited to, special events, demonstrations, meetings, etc.

No person shall distribute, or post on the Market any unauthorized promotional material such as advertising signs, cards, pamphlets, or other printed material except on Market bulletin board.

No person may alter or remove authorized market signage.

No solicitation of any form is allowed without permission of Market Manager.

Any advertisement by a tenant that is related to the Market must be reviewed and approved by the Market Manager prior to placement. This includes, but is not limited to, the Market Logo and any use of the Market name.

Signage will not be permitted on windows, doors, columns, or any other property controlled by the Market. All banners must be approved in writing by the Market Manager.

Insurance Requirements

All **vendors** and their employees must comply with Texas law requiring adequate liability coverage on all vehicles on Market premises.

Additional Rules-Where applicable

Licensee may not under any circumstances allow another person or entity to operate within their licensed space without prior written approval from the Market Manager.

All empty boxes, crates, baskets, sacks, and containers of every kind not being actively used must be removed from the vendor site the same day they are emptied. There is no allowance for the storage of anything within the “public areas” of the Market.

The Licensee of each and every table shall be responsible for the conduct and actions of anyone working at his or her table.

No person shall sell or offer for sale on the market any item until the required fee or rent has been paid. Late charges of 10% of the outstanding balance shall be levied on all rents or other charges not paid by the stated due date.

All vendors and their employees shall follow all orders from the Market Manager or his representative concerning leasing procedures and Market Rules and Regulations.

Contact names and addresses with emergency telephone numbers shall be provided to the Market management by any person renting space at the Market.

Each vendor must safeguard his property and belongings as Licensor assumes no responsibility for lost, stolen, or damaged property of Licensee or invitees.

The maximum allowable height of produce, and/or partitions between booths or equipment is five feet.

Vendor agrees to comply with any design standards that are instituted by the Manager for the entire Market.

Approved by Farmers Market Association on 15th of October, 2010