



## **APPLICATION FOR ARTISAN/CRAFT VENDOR FOR** **BROWNSVILLE FARMER'S MARKET** **RULES AND REGULATIONS**

The Brownsville Wellness Coalition Artisan Market (The Market) is administered by the Brownsville Wellness Coalition (BWC) in order to support greater attendance at the Brownsville Farmers' Market (BFM). The BWC Artisan Market is intended to operate concurrently with the Brownsville Farmers' Market. The BWC Board of Directors mission is to cultivate healthy food and lifestyle.

### **GUIDING PRINCIPLES**

- Provide a setting in which community members can purchase local crafts from local artisans;
- Provide educational opportunities to learn about the products made in our community;
- Promote the local economy by connecting local artisans and consumers.
- Reduce barriers to entry for new entrepreneurs and small businesses.
- Strengthen ties between community members by creating a sense of place.

### **VENDOR RULES & REQUIREMENTS**

- All vendors must have a valid Texas Sales Tax ID number to participate in The Market. (non-food)
- Sales Tax ID numbers can be obtained online at: <http://www.window.state.tx.us/taxpermit/>
- Social Security Numbers cannot be accepted as a substitute for a Sales Tax ID Number.
- In order to maintain a balanced and fair market, we will be limiting the number of each type of vendor (i.e. jewelry, soaps, pottery, etc.).
- Vendors must note at the time of their application all items to be sold. Any added items must be approved by the BWC Board of Directors Programs Committee prior to selling.
- Vendor approval is up to the discretion of the BWC Board of Directors

### **Permitted value-added items for sale WITH approval:**

- Local artwork
- Homemade craft items
- Homemade candles
- Homemade jewelry
- Locally sourced seasonal items
- Other products that may contribute to the mission and success of the Brownsville Farmers' Market

## **NOT PERMITTED FOR SALE**

- Any products or literature deemed offensive or which may incite violence, crime, or disorderly conduct
- Weapons
- Any object not made by hand
- Any item for resale

## **LENGTH OF MARKET**

The BWC Artisan Market is a year-round market, weather permitting, intended to operate concurrently with the Brownsville Farmers' Market. BWC staff will notify vendors one day prior if market will be cancelled due to weather. BWC Artisan Market vendors are not allowed to sell at Linear Park any time the Brownsville Farmers Market is not operating. Fines may apply.

## **ATTENDANCE**

Weekly attendance is not required for Artisan Market vendors, however, in the spirit of a productive market and for building a successful customer base, it is recommended that vendors plan on being at the market regularly. Vendors may be revoked of privileges to sell at the BWC Artisan Market if there are prolonged absences.

## **SPECIAL EVENTS**

The Brownsville Farmers' 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. Vendor can notify Market Manager if they would not like to participate during any Special Event.

## **RELIGIOUS AND POLITICAL ORGANIZATIONS**

The Brownsville Farmers' Market does not allow organizations with a political or religious affiliation to join The Market as vendors. We welcome visitors of all political and religious backgrounds and want everyone to feel welcome at The Market.

## **APPLICATION**

Vendor applications are accepted on quarterly basis throughout the year. All applications are reviewed by the Programs Committee of the BWC Board of Directors. Download the application on website at [www.brownsvillewellnesscoalition.com](http://www.brownsvillewellnesscoalition.com).

## **FEES AND PAYMENTS**

- All interested vendors are required to pay a non-refundable application fee of \$30.00.
- All vendors are required to pay a market fee, due upon receipt at the BWC Artisan Market. No Exceptions. All fees will be paid via cash or credit card at BWC staff table. Fees are as follows:

**Artisan/Crafts            \$15.00 per market day**

***BWC reserves the right to change or modify any fee the Artisan Market. Also ask us about discount fees if paid quarterly.***

## **APPROVAL**

The board has the final say on all items approved or disapproved. Vendor must identify all items for sale on their initial vendor application. The Board reserves the right to deny an item or product at their discretion. All new product offerings by current vendors must be pre-approved in writing by the Market Manager or Board.

## **ON MARKET DAY**

### **SET-UP & TAKE-DOWN**

- Artisan Market vendors are responsible for bringing their own set up, which includes: canopies, weights for canopies, tables, chairs, etc. Canopies must be secured properly using either canopy weights or with rope to a tree. In addition, displays must also be secured to avoid injuries or damage to customers or other vendors.
- Vendors may not arrive on site before 7:30am. All tents and tables should be setup by 8:45 am. For safety reasons, neither setup nor breakdown may occur during market hours.
- Vendors may only set up canopies in designated Artisan Market area chosen by the Market Manager. Due to regulations the Brownsville Farmers' Market is bound by, the Artisan Market will be adjacent to but visibly separate from the Brownsville Farmers Market. This separation may occur by different signage and/or placement of Vendors and is up to the Market Manager's discretion.
- Vendors shall keep their displays and inventory within the boundaries of their tent spaces. Tent areas are 10 ft by 10 ft.
- Each Vendor will be responsible for keeping her/his area clean and picked up during and after The Market.
- Each vendor must be responsible for their own ways of accepting payments i.e. cash, credit/debit cards. Each vendor must have their own petty cash. We have a courtesy cash box for change, but at times availability is limited. Vendors should use this on an as-needed basis and generally bring enough petty cash for themselves.

### **DISPLAY**

The Market Manager may require a Vendor to change his or her display if it is deemed a safety risk or otherwise does not comply with BWC Artisan Market rules.

- Tent displays shall include vendor name and product prices.
- Vendors shall have sales tax permit on site.

### **DESIGNATED VENDOR PARKING AREA**

- Vendors must park in the designated vendor parking lot.
- By 8:50 a.m. all vendor vehicles must be moved from the loading-only zones to the designated vendor parking lot. No exceptions.
- Loading-only zones include all on-street and perimeter parking at The Market site, excluding the handicapped parking spaces
- Do not use the handicapped parking spaces as a loading zone.
- On-street parking is not allowed, unless you are transporting a trailer.

### **Miscellaneous**

- Some patrons of the Brownsville Farmers' Market will have SNAP or WIC vouchers. These vouchers are for use the Brownsville Farmers' Market ONLY. BWC Artisan Market vendors may not accept SNAP or WIC vouchers.
- No Vendor shall engage in solicitation, collection drives, or political or religious activities at The Market.

**Signature and Hold Harmless**

I, the undersigned Vendor (hereinafter "Vendor"), in consideration of being provided a space at the Brownsville Wellness Coalition Artisan Market, and other valuable consideration the receipt and sufficiency thereof is hereby acknowledged, agree to the following terms and conditions:

Vendor acknowledges the receipt of the Rules of the BWC Artisan Market as enforced by Market Management (the "Market Rules") and agrees to abide by the Market Rules as well as any related laws and regulations established by the city, county, state and federal government.

Vendor agrees to and shall indemnify, defend and hold harmless The Brownsville Wellness Coalition, the City of Brownsville, its City Commission, boards and other commissions, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner connected to the willful misconduct or negligent acts, errors or omissions of Vendor, its agents and employees, in connection with their participation in the BWC Artisan Market, and in the performance of services, work or activities under this Agreement and the BWC Artisan Market Rules.

**VENDOR:**

Signature \_\_\_\_\_ Name (print) \_\_\_\_\_

Name of Business: \_\_\_\_\_

Description and detail of items selling:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Phone # \_\_\_\_\_

BWC Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Approved date: \_\_\_\_\_

Reason Denied: \_\_\_\_\_