



**THE FORNEY ARTS COUNCIL**



**DOWNTOWN FORNEY MARKET**

**2024**

**Rules and Regulations Handbook**

# I. General Information

The Downtown Forney Market is held in Historic Downtown Forney on select Saturdays. It is organized by The Forney Arts Council (“FAC”).

## A. Definitions

### **ARTISAN FOOD VENDOR**

A person who prepares, produces, and packages a specialty food and non-alcoholic beverage product, usually by hand or traditional methods. Cottage food producers are included in this category.

### **ARTS & CRAFTS VENDOR**

A person who designs and produces individually-handcrafted items which results in a combination of a variety of materials. Items in this category include artificial flowers, arts & crafts, soaps and other body care products, and pet products (not all inclusive).

### **COTTAGE FOOD PRODUCER**

Those “home based” vendors selling food products cooked and prepared in their kitchen and meeting the special requirements established by the Texas Department of Health.

### **FARMER**

A person who grows and/or produces an agricultural product that is usually edible. The farmer/producer has ownership of, or financial and/or productive responsibility to, the land being farmed during the growing season. The farmer/producer is required to display signage with the name of farm, growing method and specific farm location.

### **FARM REPRESENTATIVE**

Vendor who resells produce that has been purchased directly from farmers. Must have a relationship with the farmer and know all aspects of the growing/producing of produce, meats, eggs, and dairy and where it was sourced.

### **FLORAL VENDOR**

A person who grows and sells cut flowers, plants, herbs and bouquets.

### **LOCAL**

Within 150 miles of Forney, Texas.

**NON-ARTISAN VENDOR**

A person who sells a product that was not handmade or altered by themselves.

**SERVICE VENDOR**

A person who offers a service or business offering as opposed to a physical product. Examples could be insurance, real estate, financial planning, or similar.

**PRODUCE**

Permitted farm products that are edible, freshly harvested, and perishable in a short time once offered for sale, and sold in raw (not processed) form - especially fruits and vegetables. No tropical produce, such as pineapples, mangos, bananas, papaya.

**VENDOR**

Any individual or business applying or approved for vendor space at the Downtown Forney Market.

**II. Code of Conduct**

Minimum expectations for all market vendors are that they be reliable, set up to greet customers for the opening of the market, and keep a good, positive attitude for the duration of the market hours. Market vendors are expected to meet these expectations, in addition to complying with the market rules and regulations, to be allowed to continue to participate at the market. Incidents of unruliness and verbal disdain will not be tolerated and will result in immediate and permanent expulsion from the market.

Concerns or complaints may be discussed with the Market Coordinator on-site before or after market hours. If for any reason they are unable to resolve the issue, they will contact the Downtown Forney Market Committee to discuss possible solutions.

### III. Market Rules and Regulations

#### A. General Vendor Guidelines

1. The market is located at 210 E. Broad Street, Forney, TX, on the corner of West Broad and South McGraw.
2. Hours of operation are from 10:00am – 3:00pm, rain or shine, on April 13, 2024, May 11, 2024, June 8, 2024. Fall dates to come but tentatively second Saturdays of September, October, and November.
3. The Downtown Forney Market Committee will have final approval of all vendor participation and final authority on site to interpret and enforce rules and regulations.
4. Vendors not complying with instructions or rules of the market will be considered in material breach and default of the agreements, and may be asked to vacate the market premises immediately.
5. The Downtown Forney Market Committee may at its sole discretion revise the Rules and Regulations, and may alter operations of the market at any time. Current rules will be on our website [www.DowntownForneyMarket.com](http://www.DowntownForneyMarket.com).
6. Vendors agree to comply with the rules of the market and abide by the final decisions of the Downtown Forney Market Committee.
7. The Downtown Forney Market Committee reserves the right to reject any application.
8. The Downtown Forney Market is a program of the Forney Arts Council, which is a non-partisan, secular, 501(c)(3) non-profit organization. Downtown Forney Market event is primarily a marketplace for Arts & Crafts Vendors, Artisan Food Vendors, and Farmers. 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. Vendors may not sell items representing either a political candidate or a political party, whether handmade or commercially made.
9. Vendors shall sell only items that have been approved on the application submitted. The market has sole discretion to add or delete items from the list, and unacceptable merchandise quality will not be sold at the market.
10. Vendors and their employees are responsible for complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution, sampling, and sale of their products.

11. All vendors, without exception, must sign the Vendor Application & Indemnity Agreement each season before they can sell at the market.
12. Vendors are responsible for obtaining a Sales Tax Number if required by the State of Texas and collecting and paying any sales tax that may be assessed on their products. The vendor shall be responsible for filing any and all returns required by the State of Texas with respect to sales tax collection. Downtown Forney Market will not involve itself in collection, audit, or other related sales tax activities.
13. The market and immediate vicinity is a “Family Friendly” area and all are expected to act appropriately.
14. Vendors are required to wear shoes and shirts at all times. Vendors should wear clean clothing and present a professional appearance. The event is held outdoors and grounds could be muddy, etc. so wear appropriate footwear and clothing for any weather conditions.
15. Vendors may not smoke (including vaping or e-cigarettes) in any vendor area.
16. Foul language, profanity, or other rude behavior is not permitted.
17. Possession of firearms, consumption of alcohol or use of drugs, or operating under the influence is not permitted and is grounds for permanent eviction from the market.

## **B. Food / Produce Rules**

1. No produce purchased at any retail outlet, even at a reduced cost, can be sold at the market.
2. Manufactured food products must meet the City of Forney requirements, including licensing and permitting rules. For information on the sale of manufactured canned or other processed foods please contact the City of Forney.
3. Foods and food products produced by “Cottage Food Producers” may be sold at the market pursuant to the rules and regulations established by the State of Texas Department of Health.
4. All “Cottage Food Producers” and “Food Vendors” must apply for a Temporary Food

Permit from the City of Forney. To apply, please create a MyGov account on the City of Forney's website: [https://public.mygov.us/tx\\_forney/templates?module=b](https://public.mygov.us/tx_forney/templates?module=b) The permit fee for "Food Vendors" is \$75. The permit fee for "Cottage Food Producers" \$0. Temporary Food Permits are required from the city for each market you attend. Per City of Forney, vendors need to submit their temp food permits (including cottage law) **no later than 4pm on the Wednesday prior to the event**. Earlier is better, and last-minute vendors may not be approved.

5. Vendors may give out prepared or packaged food samples without additional restrictions. Any food cut or otherwise handled by a vendor onsite will require a handwashing station. (See Temporary Food Permit Application page 3).
6. Any on-site prepared beverages must have a temporary food permit unless it's given away in its package and un-mixed. Examples include lemonade and hot chocolate which can be given as powders but not liquid drinks.
7. All foods must be properly labeled. No unlabeled packaged or processed foods are allowed.

### **C. Operating Rules**

1. Vendors should arrive no earlier than 8:30 am and should be set up and ready to greet customers no later than 9:45 am. Vendors arriving after 10:00 am may be turned away.

2. All vendors' 10x10 canopy must have 25lb. weight on each of the four canopy legs. All weights must be fastened to the canopy and approved. Any vendor without proper canopy weights will be asked to leave the market. FAC is not liable for any damage to canopies or products due to unweighted canopies/wind damage. Vendors must be able to set-up and tear-down all booth equipment and merchandise.

3. For the safety of our customers, there will be no vendor loading or unloading between 10:00 am and 3:00 pm. Merchandise may be hand carried into and out of the market area. Driving onto the grass area is not permitted at any time.

4. The vendor is solely responsible and liable for any claims and damages resulting from the sale of unsafe, unapproved, or unsound goods.

5. Trash must be placed in suitable containers. The market provides trash barrels for customer convenience. Vendors are responsible for removing their own boxes and other materials from the site at the end of the event. No trash should be left in the market area.

6. In an effort to provide a variety of vendors and offerings and reduce duplication, the Downtown Forney Market Committee may limit the number of certain types of vendors approved for each market. Spots are awarded on a first come first serve basis.

#### **D. Space Assignment**

Downtown Forney Market Committee will work to ensure all vendors have an appropriate booth space. Our goal is to provide a wide variety of goods at the market. The following rules will apply to space assignment:

1. Each vendor space is 10 X 10. Additional spaces may be purchased for an added booth fee when available and on a first-come, first-serve basis.

#### **E. Parking**

Vendors must move their vehicles prior to the market opening (9:45 am) and park in the designated vendor parking area indicated by the vendor parking sign on the corner of Pacific St. & Center St. Parking is not permitted at any time along Broad St. If requested to move their vehicle by the market coordinator, they are expected to comply. Vendors who do not park in designated areas might not be allowed at future markets. Please be aware of designated handicap parking for vendors or customers.

### **IV. Consent to Use Media Rights**

FAC reserves the right to photograph or film vendors and their products for the purpose of promoting the Downtown Forney Market. Any images or film may be retained by, and will only be accessed by, FAC agents.

### **V. Vendor Fees**

#### **A. Application**

All vendors are required to submit a Downtown Forney Market Vendor Application and a signed Indemnity Agreement. If you are a “cottage law producer” or “food vendor” you must apply for a Temporary Food Permit from the City of Forney.

1. Apply for a Temporary Food Permit with The [City of Forney here](#) a minimum of 10 days prior to market. Indicate if you are a “cottage law producer” and the

date of the market you are attending in the city’s application description.

2. The Downtown Forney Market vendor application must be completed in full and submitted electronically to <https://downtownforneymarket.com/become-a-vendor#!event-list> or via mail to The Forney Arts Council at P.O. Box 771, Forney, TX 75126.
3. Approved vendors will be sent a payment link to finalize their registration.

## **B. Vendor Space Fees**

Once approved, vendors must submit the appropriate fee (see table below) to be guaranteed a space. Vendors may pay for each market separately or may prepay for future markets. No refunds given on prepayments.

Arts & Crafts Vendor	\$30 / per day
Farmer/Floral Producer	\$30 / per day
Farmer Representative	\$30 / per day
Food Vendor	\$30 / per day
Non-Artisan Vendor	\$30 / per day
Service Vendor	\$30 / per day

## **C. Cancellation**

There will be no refunds for vendor cancellations. Should a market date be canceled in the event of severe weather or other unforeseen circumstances, vendor payments will be applied toward the next market date. Market Coordinator/FAC Committee reserve the right to approve the right to approve or deny extending credit depending on circumstances. No Shows will not ever be considered for credit.



# Downtown Forney Market 2024 Vendor Application

Vendor Full Name :

Name of Business:

Description of Business:

Address:

Street Address & City of your workshop, if different than above:

City:

State:

Zip:

Preferred Contact #:

Email:

Website (if any):

Facebook:

Instagram:

Do you craft or grow the products you will be selling? Yes:

No:

Please select your vendor category:

Arts & Crafts \_\_\_\_\_ Farmer/Producer/Floral \_\_\_\_\_ Farmer Representative \_\_\_\_\_ Food Vendor \_\_\_\_\_

Non-Artisan Vendor \_\_\_\_\_ Service Vendor \_\_\_\_\_

Briefly describe all items you intend to sell:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Please provide an image of your booth and 3-5 different photographs showing a sample of the items you will be selling. These photographs will not be returned to you and may be used for advertising or marketing purposes.

If you are a "cottage law producer" or a "food vendor," have you applied for a temporary food permit with the City of Forney?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ I am not a "cottage law producer" or "food vendor": \_\_\_\_\_

If you are a food vendor, please upload your temporary food permit payment receipt.

If you are a cottage law vendor, please upload a copy or screenshot of your temporary food permit approval notification.

If you are an Independent Consultant please provide a copy of your consultant agreement or other document showing you are authorized to sell licensed products.

By signing this application, you agree that you have read the 2024 Rules and Regulations Handbook and agree to comply with them. I am stating that I understand that this application is not a guarantee to sell at the Downtown Forney Market, that my application and supporting materials will be reviewed by the market committee and that I will be notified upon acceptance or denial. I understand that the Downtown Forney Market reserves the right to deny any vendor for any reason that is not protected by standard non-discrimination laws. Furthermore I understand that if accepted, I will be required to provide a copy of my business license and other required permits, as well as a certificate of insurance listing the Downtown Forney Market as an additional insured before I will be allowed to sell at the market.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Downtown Forney Market 2024 Indemnity Agreement

WHEREAS, \_\_\_\_\_, a vendor ("Vendor"), desires to participate in the Downtown Forney Market ("Market"); and

WHEREAS, Vendor meets the criteria for participation in the Market and agrees to obey the rules of the Market and understands their responsibilities as a Market Vendor. Vendor assumes responsibility for safe operation and conduct of their business within the Market. The Vendor agrees to indemnify, hold harmless and defend The Forney Arts Council ("FAC"), its officers, agents and employees from and against all liability for and all claims, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use) and expenses including court costs and attorney's fees and other reasonable costs occasioned by or arising out of Vendor's presence within the Market.

Vendor further agrees that the FAC will not be responsible for any personal items or merchandise left after the market has concluded for the day.

Vendor further agrees that it shall, at all times, exercise reasonable precautions on behalf of, and be solely responsible for the safety of its officers, agents, employees, participants, visitors, and other persons as well as their property, while in or on the Market and surrounding areas. It is expressly understood and agreed that FAC shall not be liable or responsible for the negligence of Vendor, its agents, servants, employees, customers, visitors, and participants.

It is further agreed with respect to the above indemnity, that FAC, and Vendor will provide the other with prompt and timely notice of any event covered in any way directly or indirectly, contingently or otherwise affected or which might affect the Vendor or FAC.

**Signature:**

**Date:**