

Brenham First Friday Farmer & Artisan Market
2019 Vendor Rules

Market Day: 1st Friday of each month from 3-7 pm

Where: Market location is along Baylor Street next to the courthouse.

Contacting Us: adill@visitbrenhamtexas.com

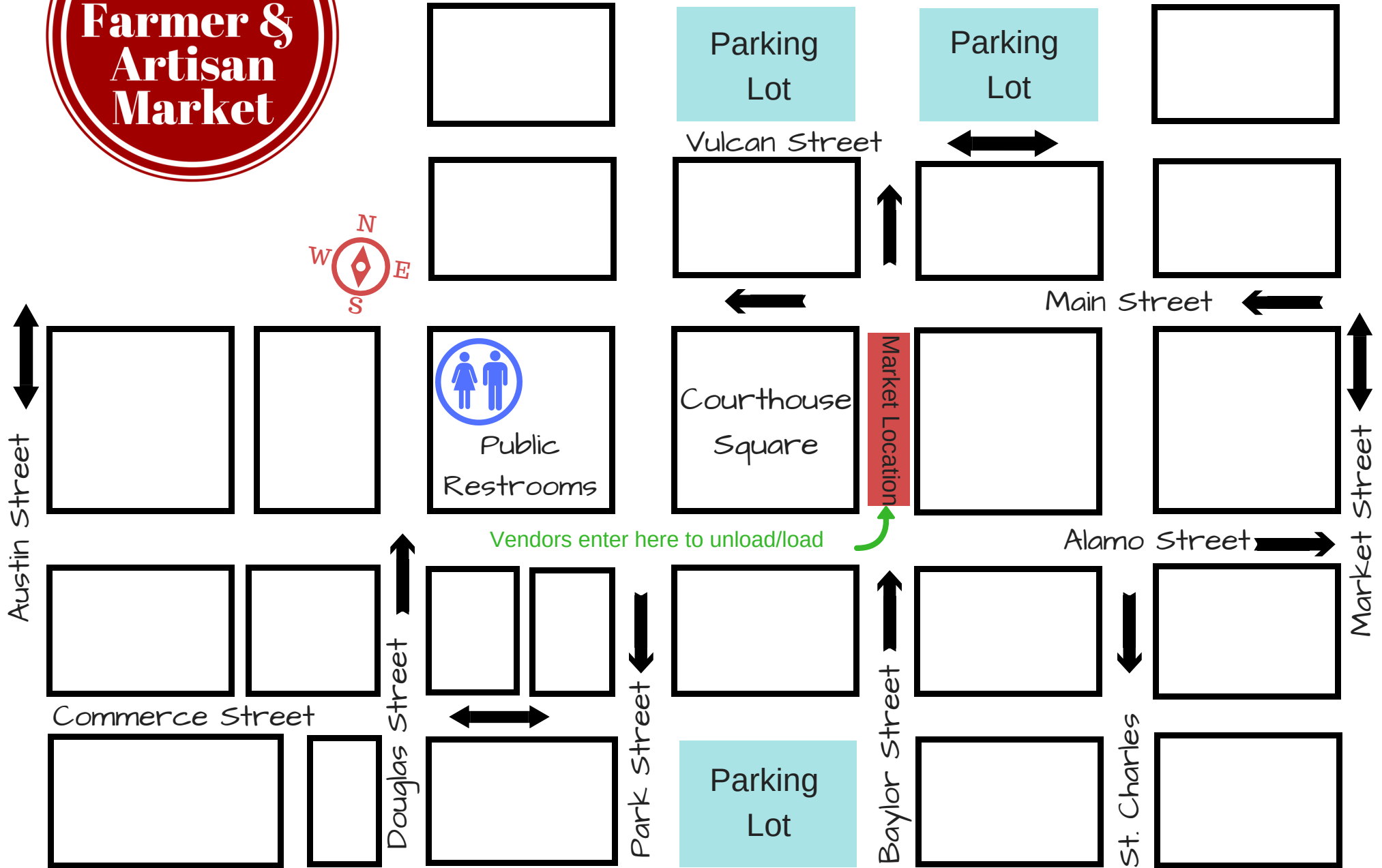
What can be sold at the market?

Items that are permitted under the Texas Cottage Food Law including: vegetables, herbs, nuts, berries, ornamental plants, edible plants and plant starts, honey, cheese, eggs, meat, poultry, seafood, dried or fresh flowers, jams, jellies, pickles, baked goods, tea, coffee. *Be sure to follow all labeling rules per the Texas Cottage Food Law!*
Artisanal products: soaps, candles, seasoning mixes, knitted, crocheted or homemade sewn items.

Market Vendor Rules:

1. Application must be submitted and approved by the Brenham Farmer and Artisan Market Committee prior to market day. One application per calendar year is required.
2. Payment of \$10 per 10' x 10' space will be collected at the market. A vendor may request more than one space on their application.
3. Vendors must supply their own tables, chairs, tents, etc. Each tent leg must be secured with a weight, minimum weight of 30 lbs per leg.
4. Vendors may begin setting up as early as 1:30 pm and must be set up and ready to sell by 3 pm. Vehicular access to the market closes at 2:45 pm. After that time, vendors must park in a lot and transport their items to their booth space (See attached map for parking lot locations). No vehicles will be allowed to be parked in the market unless consent given by the Market Committee prior to market day.
5. Vendors requiring a trailer at their booth for sale of their items will be considered, pending space availability. Please indicate need for a trailer on your application!
6. Vendor is responsible for having all required permits, licenses and insurance policies and have copies with them at the market.
7. Vendor releases the City of Brenham from all liability. A signature on an indemnity agreement MUST be signed at the time of application submittal.
8. Vendor makes or grows their own products. No re-selling of mass produced products.
9. Vendors must represent their products in an honest manner at all times. It is expected that vendors or their representative be courteous and professional at all times to customers and other vendors.
10. No smoking or alcoholic beverages are allowed by vendors at the market.
11. No live animals or vendor pets permitted.
12. Any vendor producing trash in the selling of their product must have their own trash receptacle and are asked to take all trash off-site for disposal.
13. Vendor may not take down their booth until the end of the market, even if sold out of product.
14. Electricity is available to some spots but must be requested in advance by the vendor. Please contact us prior to the event if you require electricity within your booth. Vendors must supply own extension cords to connect. Quiet generators are permitted.
15. Vendors may only sell products listed on their application. However, they can expand their product line by notification to the Committee at least 48 hours prior to a market day.

The Committee reserves the right to dismiss a vendor temporarily or permanently when the Committee has determined that the above rules have not been adhered to.





**Downtown Brenham Farmer & Artisan Market
2019 Vendor Application**

Business Name: _____

Owner Name: _____

Address: _____
Street City State Zip Code County

Email: _____

Phone: _____

Is this phone number okay to text? Yes No

Website and/or Facebook: _____

Briefly describe your business/products. This text will be used on our Facebook page, website and other promotional materials: _____

Name(s) of family members, employees or agents who may sell for you: _____

Number of 10'x10' booths requested: _____

(Each booth is \$10 - due on Market Day)

Will your booth require electricity? Yes No

Do you use a trailer for the sale of your products? Yes No

Trailer dimensions: _____

Products to be sold (be as detailed as you can): _____

By signing this application, I agree that I have read the rules and regulations of the Downtown Brenham Farmer & Artisan Market and agree to comply with them. Further, I agree to sell only those items listed in the Vendor Application form unless an additional request is granted by the Downtown Brenham Farmer & Artisan Market at a later date. I acknowledge full responsibility for all my actions and activities in the Market, and for those assisting me. I acknowledge the authority of the Market Committee and/or the City of Brenham to settle any disputes regarding product legitimacy, procedural, and vendor conduct violations, and to impose any penalties, including possible suspension or removal from the Market.

The signed Release and Indemnity Agreement must accompany this application.

Signature of Applicant Date

Please email or mail your completed application and signed Release and Indemnity Agreement to:
adill@visitbrenhamtexas.com or
Visit Brenham
115 West Main Street
Brenham, TX 77833

Staff Use Only:
Date received: _____ Received by: _____
Application approved? Yes No Date approved: _____
Reason not approved (if applicable): _____
Application valid until: _____



Release and Indemnity Agreement

WHEREAS, _____, a vendor, charitable organization or other type of legal entity (“User”) desires to participate in the Downtown Brenham First Friday Farmer & Artisan Market (sometimes hereinafter referred to as “Market”); and

WHEREAS, such User represents and certifies that it meets the criteria for participation in the First Friday Farmer & Artisan Market and agrees to obey the rules of the Market and understands the nature of participating in the First Friday Farmer & Artisan Market and User’s responsibilities as a Market Vendor or Participant in the Market, including but not limited to assuming all responsibility for safe operation and conduct of its business and associated activities within the Market;

NOW THEREFORE, in consideration of the City of Brenham and First Friday Farmer & Artisan Market authorizing said User, _____, to participate in the Downtown Brenham First Friday Farmer & Artisan Market and use of the Market facilities, the User agrees to indemnify, hold harmless and defend the City of Brenham, First Friday Farmer & Artisan Market, their officers, agents, volunteers and employees from and against all liability for any 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 reasonable attorney’s fees and other costs occasioned by or arising out of User’s participation in the Market and all other activities conducted in connection with or incidental to participation in the Market and arising out of or resulting from the intentional acts, omissions or negligence of User, its officers, agents, volunteers, employees, or other persons under the control or supervision of the User.

User further agrees that it shall, at all times, exercise reasonable care and undertake precautions on behalf of, and be solely responsible for the safety of its officers, agents, volunteers, employees, participants, visitors, and other persons, as well as its property, while participating in the Market or on the Market property and surrounding areas. It is expressly understood and agreed that the City of Brenham and First Friday Farmer & Artisan Market shall not be liable or responsible for the intentional acts, omissions or negligence of User, officers, agents, volunteers, employees, customers, visitors, and participants in the Market.

It is further agreed with respect to the release and indemnity provided for herein, that the City of Brenham, First Friday Farmer & Artisan Market and User will provide the others with prompt and timely notice of any event or incident covered in any way by this Agreement, directly or indirectly, contingently or otherwise affected, or which might affect the User, City of Brenham or First Friday Farmer & Artisan Market.

User further agrees that this Release and Indemnity Agreement shall be considered as an additional remedy for the City of Brenham and/or First Friday Farmer & Artisan Market, and shall not be considered as an exclusive remedy or as a limitation on the remedies available to the City of Brenham and/or First Friday Farmer & Artisan Market.

User Name: _____

Title: _____

Signature: _____

Date: _____