

VENDOR HANDBOOK



FRUITS & VEGETABLES



ENTERTAINMENT



PLANTS & FLOWERS



BAKERY GOODS



MEAT & EGGS



CHEESE



JAMS & JELLIES



ARTISAN ITEMS

www.KellerFarmersMarket.com
(682) 593-3931

P.O. Box 782, Keller, TX 76244
400 Bear Creek Parkway
(Bear Creek Park), Keller, TX 76248



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DEAR VALUED VENDOR,

Thank you for your interest in the Keller Farmers Market! If you are a returning vendor, we'd like to welcome you back and also express our appreciation for all that you do to help make our market a profitable and fun place to be. If you're joining us for the first time, we'd like to welcome you to our family of hard-working, friendly vendors. You can count on us to do everything we can to help you get established so that you can successfully market your products to our ever-growing base of loyal customers.

As we busily prepare for what we hope will be the best farmers market season ever, we are excited to share with you some good news!

2023 information for KFM:

- LOCATION - 400 Bear Creek Parkway (Bear Creek Park), Keller, TX 76248
- HOURS - 8 am to 12
- SEASON - March 4th through October 28th, 2023
- VENDOR BOOTH FEES - \$40.00 per Saturday
- MUST INCLUDE KFM AS A RIDER ON YOUR INSURANCE

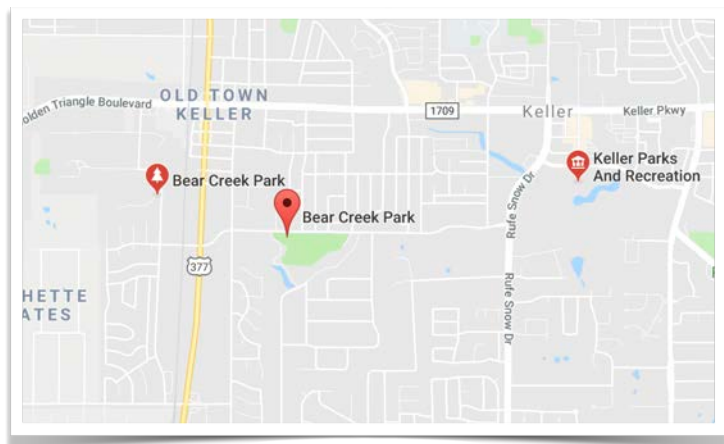
The Keller Farmers Market is a casual, open air, seasonal market **located by the creek in beautiful Bear Creek Park** that offers fresh Texas produce, meats, tamales, baked goods, artisan bread, cheese, salsa, pasta, pickles, jellies and jams, honey, baked goods, prepared foods, pet products and crafts, all from the state of Texas or within 150 miles.

Every Saturday from March to October, the market offers something different – whether it's the freshest produce, live music, chef demonstrations, or health and wellness presentations – making it is as much a center of commerce as it is for the community to reconnect. Our market is open rain or shine, but may close without prior notice during extreme weather conditions in order to maintain the safety of shoppers and vendors. It's a great place to bring the kids, throw a Frisbee, and pick up great local food products. Come experience the market. Learn from the farmers and wellness providers. Talk with local artisans. **Make your own statement in support of local food!**

Warm regards,

SHERI ALMOND
Executive Director
Keller Farmers Market
lovemykfm@gmail.com

Cell: 817-707-8904



OUR MISSION

The Keller farmers market enhances the lives of the community by creating reliable access to healthy, fresh, locally grown food; delivering consistent wellness education; generating much-needed income; and supporting local farmers, food producers in artisans by providing programs that foster social gathering.

GUIDING PRINCIPLES

1. Prioritize, in all decision-making, the interests of local, sustainable agriculture, and educate the public about agricultural concerns.
2. Provide an accessible, profitable venue for small-scale businesses that produce and distribute their products locally.
3. Present a diversity of the highest quality local vendors and handmade products in a vibrant marketplace.
4. Encourage environmentally, economically, and socially sustainable practices in organizational and vendor operations.
5. Create an environment for our community to gather and participate in local culture and commerce.

2023 MARKET SEASON

The 2023 Market Season is 7 months: March 4th, 2023 – October 28th, 2023 (except for Mar. 25 and Apr. 1) & our Christmas Market on December 9th, 2023.

There are 34 Saturdays in the 2023 Market Season.

Market hours are 8:00 am – 12:00 pm every Saturday

Vendors should expect to spend 6 hours at the Market (7:00 am – 1:00 pm).

SPECIAL EVENTS

KFM hosts special events that have extra promotion and vendor/visitor activities and involvement. Check online for the most up-to-date list of activities. Stay connected:

Website



Facebook



Instagram



CALENDAR

Market Day	Special Event
March 4th	Market Opening Day!
March 25th	NO MARKET - PARK HAS ANOTHER EVENT
April 1st	NO MARKET - PARK HAS ANOTHER EVENT
April 8th	Easter Market
May 13th	Mother's Day Market
June 17th	Father's Day Market
July 1st	Independence Day
August 5th	National Farmers Week
September 16th	Celebrate Fall - Petting Zoo and Pony Rides
October 28th	Pumpkins & Pooches - Dog Costume Contest
December 9th	Christmas Market at the Park - 10am to 2pm

MARKET VENDOR INFORMATIONAL MEETING

When: Sunday, February 19, 2023 from 11am to 1pm.

Where: Jr's BBQ-n-More, 121 Rufe Snow Dr., #127, Keller, Tx 76248.

New Vendors are strongly encouraged to attend this meeting. PLEASE BRING \$12 FOR LUNCH - BBQ SANDWICH, CHIPS & DRINK

(No more than 2 people per vendor please) Space is limited!

*We have invited the Tarrant County Health Department to attend so they can answer your questions regarding their requirements. We would love to see you all at this meeting is possible: Please RSVP no later than February 1st to:

www.kellerfarmersmarket/rsvp

The meeting will include:

- Market Requirements - application, state and local forms, certificates
- Vendor Handbook Review
- Market Days
- Special Events
- Safety Tips
- Severe Weather Days
- Insurance - Required or Not?
- Advertising your businesses

RULES & REGULATIONS

1. All products sold at Keller Farmers Market (KFM) shall be grown or produced within the geographic boundaries of the State of Texas, or within 150 miles of the KFM location.
2. **Distributor products like Scentsy, Origami Owl, It Works, are not allowed. Hemp based products are not allowed except for pets.**
3. Vendors are encouraged to use environmentally responsible and sustainable methods of production.
4. All products must be labeled as to their origination. Any that are not grown or produced by the vendor themselves must be labeled with the name and location of the source farmer or producer. A fee of \$50 will be assessed if product origination is determined to not be disclosed, or is outside the geographic boundaries outlined in item 1 of these Rules & Regulations. Said fee must be paid by the vendor prior to any future participation at KFM.
5. Each vendor is responsible for obtaining a sales tax number, if required by the State of Texas, and collecting and paying any sales tax assessed on their product(s). The vendor shall be responsible for filing any and all returns required by the State of Texas with respect to sales tax collection. KFM does not get involved with tax collections, audits or related activities.
6. The KFM Executive Director will have final approval of all vendor participation.
7. The KFM Market Manager has final authority on-site to interpret and enforce rules and regulations related to the safe and enjoyable conduct of all vendors, visitors and employees of the market. Vendors not complying with instructions or rules of KFM or its Market Manager will be considered in material breach and default of their application, and may be asked to vacate their premises immediately without refund.
8. The KFM Executive Director may, at his/her sole discretion, revise the KFM Rules and Regulations, and may alter operations of the market at any time. Current rules will be available on the KFM web site, www.kellerfarmersmarket.com.
9. Hours of operation are 8 a.m. to 12 p.m. each Saturday of the market season, rain or shine. The KFM Executive Director and Market Manager may elect to close the market in the event of threatening weather.
10. All activities take place on the hard surfaces only. No merchandise or other items are to be on the lawn or in planted areas. No vehicles may ever be driven over curbs or landscaped areas.
11. All vendors, without exception, must sign the Insurance and Indemnity Agreement, rules and regulations, and the waiver and hold harmless agreement on their application before they can sell at KFM. (More details below in Market & Vendor Insurance and the waiver at the end of this document)
12. Vendors and Applicants are responsible for submitting all proper filings for requirements and providing proof of items to the Market Manager.

Health, Safety and Related Rules

1. Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution and sale of their products.
2. Manufactured food products must meet Tarrant County Health Department requirements, including licensing and permitting rules.
3. All foods must be properly labeled. Unlabeled packaged and/or processed foods are not allowed.
4. Vendors providing samples of their products must comply with the rules governing sampling, market sanitation and health issues of the Tarrant County Health Department or other authorities, as applicable.

Market Conduct

1. All vendors and their representatives shall conduct themselves in a professional manner while at KFM, and in accordance with local, state and federal laws while at KFM.
2. The vendor is solely responsible for the damages resulting from the sale of unsafe, unapproved or unsound goods.
3. Vendors **may not smoke or vape** in any vendor area.

Vendor Booths

1. Vendor entrance will be open at 6:00 am & booth setup on market day may begin at 6:30 am; breakdown begins at 12 pm and must be completed by 1 p.m. No breakdown before 12 p.m. will be allowed.
2. A Vendor/Business may request more than one 10 x 10 ft. booth space. This needs to be listed on the Vendor Application and communicated to the Market Manager. **Market Day Fees** are submitted for each 10 x 10 ft. booth space that is utilized. Vendors that use multiple spaces may be temporarily limited to 1 booth space if the Market Vendor attendance is high during special Market events.
3. The KFM Market Manager assigns booth spaces to vendors as they arrive on market day. Booths are assigned according to needs - electricity. We do our best to accommodate all but some spots are sunny - bring a back drop for shade. Spots will shift depending on number of vendors each Saturday.
4. All canopies, including umbrellas, on-site at KFM during normal market hours, including during setup and breakdown, are required to be sufficiently and safely weighted to the ground. **Each leg must be anchored with no less than 10 pounds.** Any vendor who fails to properly weight his or her canopy may not be allowed to sell at KFM that market day, unless that vendor chooses to take down and stow their canopy and sell without it.
5. **Vendors provide their own tents, tables, electrical cords, chairs, signs, refrigeration, duct tape, insect repellent and storage.**

6. Each vendor is strongly encouraged to prominently display a sign in their booth, identifying the farm or business name, and the location (county or city) of the farm or business. Signs are suggested to be a minimum of 11" x 17". All product descriptions must be accurate and truthful.
7. Vendors shall supply all materials and containers for customer sales.
8. Trash must be placed into suitable containers and hauled off by the vendor; no trash may be left behind. Vendors must clean their space at the end of the market. A fee of \$50 will be levied against a vendor if it becomes necessary for the KFM Market Manager to clean their booth area after their departure. Said fees must be paid prior to any future participation at KFM by the vendor.

Market Days – Vendor Services

- Vendors may ask Market staff or volunteers to watch their booth, as needed. Volunteers are NOT allowed to WORK for vendors, they volunteer for all Vendors.
- Complimentary water is always available at the Market Booth.
- We will NOT be doing market cash. Make sure you have a way of accepting credit card transactions.

Designated Vendor Parking Area

- Vendors **will be** allowed to use their vehicle.
- Designated parking will be at the end of Shady Lane for those that want to move their vehicle.

Electricity

1. Electricity is available on-site and is owned by the City of Keller and will be available on a first-come, first-served basis. There are 20 electrical outlets on the property. Busker/Chef demo in the gazebo have 8 outlets located in Pavilion Two.
2. Vendors requiring electrical power are responsible for providing their own outdoor extension cords and mats or tape to cover all portions of the cord that lie in any walking area used by market customers. **NO CORDS ARE ALLOWED ACROSS SHADY LANE.**
3. Vendors requiring electrical service to support compliance with health regulations have priority over electrical uses not required to ensure product safety.
4. KFM cannot guarantee the functionality of the electrical outlets, since they are the property of the City of Keller. **A backup power source is strongly recommended.**

Cancellations

1. KFM requires a minimum cancellation notice of 24 hours prior to the start time of the market. If cancellation is received after 8:00 a.m. the Friday prior, or there is no record verifying the cancellation, the vendor will still be responsible for the booth fee for that market day. Vendors may call KFM at (682) 593-3931, email lovelykfm@gmail.com, or send a letter via U.S. Mail to the KFM post office box address to cancel.
2. The KFM Market Manager will not take verbal cancellations during a market day.

3. A vendor who is a no-show on market day will not receive a refund of their booth fee. Vendors who no-show on two (2) or more occasions without proper notification of KFM staff are subject to suspension from KFM for the remainder of the market season.

Weather Policies

The Keller Farmers Market is an outdoor Market.

Commercial General Liability Insurance can protect your business and the Keller Farmers Market in the event of accidents due to weather.

Rainy Day Policy:

- The Keller Farmers Market does not have any indoor or covered options to move Markets during inclement weather.
- If the Market green space is too wet, then we may set up in the Parking Lot.
- If there is thunder, lightning, high winds, and/or severe weather, then we are required to cancel Market.

Windy Day Policy:

- On days with high winds or days with gusts, all freestanding display racks, sandwich boards, and shelves must be secured with stakes or weights. If this is not feasible, none of these items will be permitted. Please assess the weather conditions when setting up your booths.
- If the wind starts to destabilize canopies or other display items, all vendors will be required to take down canopies and remove free-standing display items for the remainder of the Market day.
- In severe situations, the Market will close early.
- KFM is NOT responsible for lost or damaged merchandise.

No refunds or payment transfers are provided in the event of Market cancellation.

Insurance and Indemnity

All authorized organizations participating in the Keller Farmers Market (KFM) shall be individually and severally responsible to KFM and the City of Keller (the City) for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the organization's negligence or that of its servants, agents, and employees. All organizations hereby agree to indemnify and save KFM and the City harmless from any loss, cost, damages, and other expenses, including attorney's fees, suffered or incurred by KFM and the City by reasons of the organization's negligence or that of its servants, agents and employees; provided that the organization shall not be responsible nor required to indemnify KFM and the City for negligence of KFM and the City, its directors, volunteers, servants, agents or employees. No insurance is provided by KFM to participants in KFM. **All busker, food, artisan and specialty producers are strongly encouraged to carry \$1 million in general liability insurance naming KFM as additional insured.**

I have read the Vendor Application and the KFM Rules & Regulations. If accepted into KFM, I hereby agree to abide by said Rules & Regulations. I acknowledge full responsibility for all my activities in the market, and for those assisting me, throughout this market season. I acknowledge the authority of the KFM Executive Director, Market Manager, and the KFM Board of Directors to immediately settle any disputes regarding presentation, demonstration or entertainment legitimacy, procedural and conduct violations, and impose any penalties, including possible suspension or removal from the market. I agree to allow the KFM Executive Director, Board of Directors, or representatives of KFM at any time to inspect the premises where the products I've offered for sale are produced. Failure to allow an inspection will constitute a violation of the KFM Rules & Regulations.

All vendors must review and agree to the Keller Farmers Market Rules & Regulations; Insurance and Indemnity; Application rules; and the waiver. Applicants' electronic signature is submitted with the Vendor Application.

Market & Vendor Insurance

Vendor Liability Insurance helps to protect KFM so that an accident involving a single vendor does not threaten the market as a whole. Vendor Liability Insurance can also protect your business at additional Markets, and may protect your products and equipment from unforeseen loss.

- **All vendors must carry business liability insurance with the Keller Farmers Market as additional insured. See links below or add us to your existing policy as a rider.**
- Insured Vendors should provide proof of General Commercial \$1 million of liability insurance with the Keller Farmers Market named as additional insured.
- Please provide a copy of your certificate of insurance to the Market Manager.

Some possible sources of liability insurance are in partnership with the Farmers Market Coalition <http://www.campbellriskmanagement.com/vendor---producer-application/> and the Food Liability Insurance Program www.fliprogram.com

American National, has an insurance policy specifically designed for cottage food producers:

<http://farmandranchfreedom.org/texas-cottage-foods-law-2013-faq/>

<http://texascottagefoodlaw.com/Resources/Liability-Insurance>

Artist and Craft Insurance: <https://insuranceforartists.com/>

It may be possible to add the Keller Farmers Market and Vendor Insurance to current home insurance policies.

Please have your insurance company add the following to your certificate of insurance as additional insured, with a waiver of subrogation and agreement to be primary coverage.

Keller Farmers Market
P.O. Box 782
Keller, TX 76244

VENDOR APPLICATION & VENDOR TYPES

Application Deadline and Review Process

- Vendor applications are accepted throughout the market season.
- The Vendor Application Review Process may take up to 1 week during the Market season.
- Vendors from the previous Market season are given a priority status application time period.
- The Market will review vendor applications based upon product type, current number of vendors selling similar products, and product quality. With the exception of agricultural products, the Market strives to have no more than 3 vendors selling very similar items. This is determined on a case-by-case basis by Market staff. Uniqueness of vendor items and proof of Vendor Liability Insurance will be considered in vendor approval decisions.

Vendor Information

Information about becoming a vendor is located within the vendor section of the KFM website. KFM handbook and application are now available on our website kellerfarmersmarket.com. Select **Vendors** from the menu, select **Vendor Application**, fill it in & Submit ~ it's that easy!

Market Day Fee(s)

The daily vendor booth fee is \$40 per 10x10 sq. ft. space for all vendors in the Market.

The Market Day Fee must be paid one week in advance. Vendors may submit payment in advance for multiple months or weeks, or on a weekly basis.

Link to pay vendor fees: <https://kellerfarmersmarket.com/vendor-fee-payment/>

No cash will be accepted for market fees.

Payment can be made one of two ways:

- *Best Option* Pay Online
- Pay by Check - Given to Market Manager on site or mailed to: PO Box #782 Keller, TX 76244.

Date Changes & Refunds:

- No refunds will be given for inclement weather or date cancellation.
- Vendors experiencing emergencies and unexpected circumstances may request a refund or payment credit.

If plans change and you will be missing a Market date, please send a courtesy email to lovelykfm@gmail.com so we can make the necessary site map adjustments.

Farmers

Agricultural Producers and Farmers are an integral part of the Keller Community Market. We welcome new and returning local and regional producers of agricultural products throughout the season. Agricultural Producer / Farmer Defined:

- 75% of the vendor's sales at the Market are from agricultural products.
- Any and all products are raised or produced on the farm and processed or manufactured on the farm.
- All agricultural products sold at the market shall be of merchantable quality.
- Agricultural Products are defined (in U.S. Code Title 7, Ch. 18, Section 451) as: agricultural (fruits and vegetables), horticultural (plants), vinicultural (wine), dairy products, livestock and the products thereof, products of poultry and bee raising (meats and honeys), edible products of forestry, and any and all products raised or produced on farms and its processed or manufactured products.

Cottage Food Vendors

- Cottage Food Vendors at the Keller Community Market are encouraged to use high quality and organic ingredients.
- Cottage Food Vendors are required to be familiar with and comply with all current aspects of the Texas Cottage Food Law:
 - ✦ <http://texascottagefoodlaw.com/>
 - ✦ <http://texascottagefoodlaw.com/FAQ>
- Any Cottage Food Vendor that is non-compliant with the Texas Cottage Food Law, mislabels, or falsely advertises food products may have their vendor privileges revoked without refund.
- Cottage Food Vendors are required to have a valid Texas Food Handler Certificate (\$7-10 Fee).
- The class and certificate is taken online: foodhandlerclasses.com/
- The Texas Food Handlers Certificate lasts 2 years.
- Please upload an image of the Food Handler Card on the online application, before your first Market day.

Cottage Food Vendors may sell the following items:

<http://texascottagefoodlaw.com/Resources/Allowed-Foods>

- Baked goods that do not require refrigeration
- Cakes, cookies, breads, pastries and pies
- Nuts and unroasted nut butters
- Fruit butters, jams and jellies
- Dehydrated fruits, vegetables and beans
- Popcorn and popcorn snacks
- Granola and cereal
- Candy
- Roasted coffee
- Tea, herbs and herb mixes
- Dry mixes
- Pickles
- Vinegars and Mustards

Cottage Food Vendors must follow all labeling requirements of the State of Texas:

<http://texascottagefoodlaw.com/Resources/Sample-Label>

- Name and physical address of the Cottage Food producer
- Name of the product: ex. “chocolate chip cookies”
- List of major allergens in the product including: “wheat, dairy, nuts, peanuts, eggs”
- Statement of non-inspection: “This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department.”

Cottage Food Vendors must follow all labeling requirements of KFM.

We want our visitors to be informed about the ingredients in your products so they can make informed buying choices. The consumers know the many names that their allergen is known by, but as the producer you may not. Thank you for helping make the Market a place where consumers can make informed food choices.

Read the Cottage Food Law (HB #970):

<http://www.legis.state.tx.us/tlodocs/83R/billtext/html/HB00970F.htm>

For more information on Cottage Food products and practices:

- <http://www.dshs.texas.gov/foodestablishments/cottagefood/faq.aspx>
- <http://farmandranchfreedom.org/cottage-food-laws/>

Specialty Vendor

As a farmers market, our vendor priority is obviously grown food, or locally produced food. However, we can and do allow specialty vendors if the product is a complement to food products, or furthers the mission of KFM.

Specialty vendors will be considered on a case-by-case basis and must be reviewed and approved by the KFM Executive Director. Specialty vendors will also be limited in the number of market appearances per season as space allows.

KFM does not allow any type of multi-level marketing booths at the market.

Note to **Pet Food Vendor Applicants:** The State of Texas is one of the stricter states on pet food licensing, packaging and labeling. Therefore, all products offered at KFM for animal consumption must be in compliance with the guidelines set forth by the State of Texas Chemist office.

Artisan & Craft Vendor

Some booths on each market day will be dedicated to artisan and craft vendors, with per market day selection & restriction focusing on diversity and consistency.

The product categories accepted for these booths are

- Handmade items;
- Food related, derived or themed products;
- Recycled or repurposed items;
- Gardening related or themed.

While we respect independent sales consultants with direct selling businesses and organizations, artisan and craft vendor booths are not available for this purpose, regardless of the product category.

Community Booth

Keller Farmers Market desires to give back by featuring organizations that add value to our community through education or outreach. For this reason, we offer one (1) Community Booth space almost every Saturday during market season at no cost. Our only request is that the organization promote its attendance at KFM.

Items offered for sale in the Community Booth must be approved by the KFM Executive Director before the market day.

Busker

Keller Farmers Market neither pays nor charges a fee for the busker program; buskers are compensated by tips and exposure during market hours.

Food Vendors & Food Trucks

Vendors who prepare food on-site at the Market, in a food truck or prepare items that are not listed on the cottage food list must obtain a health permit from:

https://www.kellerfarmersmarket.com/wp-content/uploads/tarrant_county_public_health.pdf

And a permit from Keller - it is free but must be inspected by: Keller Fire Department - David Simmons 817-743-4470

Pets

The Keller Community Market is a pet-friendly outdoor Market.

We ask that you be a responsible pet owner: **keep pet on leash**, do not bring aggressive pets to the market, and pick up after your pet. Water bowls are located throughout the market by various vendors, at the information booth and at the dog drinking fountain provided by the city in the middle of the market for your pet.

KFM will have pet vendors and pet activities on the very popular Pet day. KFM will feature local pet product vendors including: natural dog treats, handmade collars, toys and accessories, grooming and pet friendly organizations.

KELLER FARMERS MARKET POLICIES

RELIGIOUS AND POLITICAL ORGANIZATIONS

The Keller Community Market is a non-partisan, secular, 501(c)(3) non-profit organization. The federal tax code prohibits partisan political activities and/or religious affiliations by 501(c)(3) charitable organizations. 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.

KFM 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.

BEAR CREEK PARK USAGE

KFM is approved for park usage at Bear Creek Park, 400 Bear Creek Parkway, Keller, TX by the City of Keller Saturdays March through October - 6 am to 1 pm. No unapproved vendors, solicitors, or informational flyers are permitted during the Market. Unapproved vendors, solicitors, and organizations will be asked to stop the prohibited activity and/or leave the Market site.

THE FINE PRINT

The vendor application and handbook are effective for the entire market season in which the vendor is applying unless revoked sooner for a cause due to the vendor's violation of the contract.

The vendor application is not transferable. If a business changes ownership a renewal application must be submitted for approval.

By submitting a vendor application, the applicant agrees to the Waiver and Hold Harmless Agreement, Rules and Regulations of the Keller Farmers Market, and the Insurance Indemnity Statement.

Waiver and Hold Harmless Agreement:

I agree to the rules of the Keller Farmers Market as outlined in the Vendor Handbook.

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH YOUR APPLICATION AND APPROVAL AS A VENDOR FOR KELLER FARMERS MARKET, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ

THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of being permitted to participate as a Vendor in Keller Farmers Market Market (hereafter known as "KFM") on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you, you understand that:

1. You represent and warrant to KFM that you have full legal authority and capacity to complete the application, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are applying, (the "Vendor Parties"), including authority to make use of the credit or debit card to which fees will be charged. As used in this Agreement and Waiver, (a) KFM means and includes KFM, its directors and members; and (b) "you" or "your" means and includes you (as an individual) and your employees and agents, suppliers, volunteers, and family members and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and /or on behalf of another employee or volunteers of Vendor agrees to indemnify, defend, and hold KFM harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees and associated expenses) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Vendor is found by a court of competent jurisdiction to not be bound by the terms and conditions of this Agreement and Waiver. In addition, if despite this Agreement and Waiver, any of the Vendor Parties makes a claim against KFM, you agree, immediately upon request or demand by KFM, to defend, indemnify, and hold KFM harmless from all Liabilities which may be incurred as the result of such claim.
2. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR APPLICATION, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE MARKET, DURING THE MARKET, AND WHILE YOU ARE ON THE MARKET SITE , YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE MARKET, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, CONTACT WITH OTHERS, ACTS OR OMISSIONS OF OTHER VENDORS OR SHOPPERS, OR EFFECT OF WEATHER.
3. You agree to observe and obey all posted rules and warning, to follow any instructions or directions provided to you by KFM and to abide by any decision of any Market official relative to your ability to safely participate in or attend the

Market. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Market and to obey all applicable laws while participating in or attending the Market. This includes, generally, respect for other people, equipment, facilities or property. You agree that KFM officials may dismiss you, without refund, should your behavior, in the opinion of KFM, endanger the safety of or negatively affect the Market. You understand and agree that KFM is not responsible for any personal item or property that is lost, damaged, or stolen at the Market. You understand and agree that KFM reserves the right to cancel the Market in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of participants and/or visitors. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment. You agree to hold KFM harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature, related to any cancellation or disruption of the Market.

4. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE KFM AND ALL OTHER PERSONS ASSOCIATED WITH THE MARKET, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR APPLICATION AND/OR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES OR THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES. KFM SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF KFM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, KFM WILL NOT BE RESPONSIBLE FOR (A) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE KFM; (B) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY KFM; (C) PERSONAL INJURY; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY AT THE KFM SITE; (E) ANY OTHER MATTER RELATING TO THE KFM SITE OR SERVICES; OR (F) YOUR PARTICIPATION IN THE MARKET. YOU AGREE THAT KFM'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY KFM FROM YOU. NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING KFM'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.

5. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS KFM AND ALL OTHER PERSONS ASSOCIATED WITH THE MARKET, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF WAIVER AND/OR THE TERMS OF USE INCLUDED IN THE VENDOR HANDBOOK.
6. You agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.
7. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL RELATED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

POSSIBLE INCLUSIONS:

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

I grant permission to the KFM, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of the KFM.

Applicant's signature

Date

(If applying online, clicking "Submit" is your signature.)

2023 BOARD/STAFF

The Keller Farmers Market Board of Directors is a diverse group of community members brought together by their desire to serve local agriculture and the small farms/producers/artisans located in and near Keller, Texas. They provide the vision and stewardship of the organization. Their dedication is evident in the countless hours of volunteer time spent on providing long-term financial and business planning.

Board Officers

Gwen Allen, Chairwoman

Vanessa Herrera, Secretary

Board Members

Charles Youts

Sean Hicks

Huston Shores

J.R. Herrera

Becky Icken

Staff

Sheri Almond, Executive Director

Greg Almond, Market Manager & Special Projects

THANK YOU FOR READING THE VENDOR HANDBOOK, PLEASE LET US KNOW IF YOU HAVE ANY QUESTIONS.

Sheri Almond
EXECUTIVE DIRECTOR
Keller Farmers Market
lovemykfm@gmail.com
817.707.8904

THANK YOU FOR CHOOSING THE KELLER FARMERS MARKET!