KELLER FARMERS MARKET

VENDOR HANDBOOK



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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LETTER FROM THE EXECUTIVE DIRECTOR

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!

2027 Market Information:

- Continuing the All Year SEASON! (See schedule on next page)
- LOCATION - 400 Bear Creek Parkway (Bear Creek Park), Keller, TX 76248
- VENDOR BOOTH FEES - $40.00 per Saturday
- YOU MUST INCLUDE KFM AS A RIDER ON YOUR INSURANCE

The Keller Farmers Market is a casual, open air, year round market **located by the creek in beautiful Bear Creek Park** that offers fresh Texas produce, meats, tamales, baked goods, artisan bread, salsa, pickles, jellies and jams, honey, prepared foods, pet products and crafts, plus much more - all from the state of Texas.

Every market day, KFM offers something different – whether it's the freshest produce, live music, chef demonstrations, or health and wellness presentations – KFM is known for making a center of commerce and a place for the community to connect to local vendors. 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 Texas farmers, unique food producers and creative 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.

MARKET SCHEDULE FOR VENDORS

Month (Dates)	Vendor Entrance Opens	Market Start	Market End
January (16, 30)	7:00 am	9:00 am	1:00 pm
February (13, 27)	7:00 am	9:00 am	1:00 pm
March 13, 27 (No Market on 6, 20)	6:00 am	8:00 am	12:00 pm
April - October (All Saturdays)	6:00 am	8:00 am	12:00 pm
November 6, 13 (No Market on 27)	6:00 am	8:00 am	12:00 pm
November 20	11:00 am	1:00 pm	5:00 pm
December 4, 11 and 18	7:00 am	9:00 am	1:00 pm

Vendors should expect to spend 6 hours at the Market
(1 hour setup. 4 hour market. 1 hour breakdown).

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

SPECIAL EVENT CALENDAR

Market Day	Special Event
Jan 16, 30	Winter Markets - 9am to 1pm
Feb 13, 27	Winter Markets - 9am to1pm
Feb 13	Valentine's Day Market
March 13	Market Opening Day!
March 27	Easter Market
May 8	Mother's Day Market
May 29	Memorial Day Market
June 12	KFM Kidpreneur Day - 1
June 19	Father's Day Market
July 3	Independence Day Market
July 17	KFM Kidpreneur Day - 2
August 7	National Farmers Market Week
August 14	KFM Kidpreneur Day - 3
September 4	Labor Day
September 18	Family Fun Farm Day
October 9	Pink Out the Market Day
October 30	Pumpkins & Pooches Market
November 20	Thanksgiving Market - 1pm to 5pm
December 4, 11, 18	Christmas Markets at the Park - 9am to 1pm
December 18	Santa & Mrs. Clause - 9am to 1pm

VENDOR ORIENTATION & ONBOARDING

To help every vendor prepare for a successful market experience, Keller Farmers Market provides an online Vendor Orientation through our Vendor Portal. This orientation includes a series of short videos, helpful resources, and important information covering market rules and requirements, vendor entrance and arrival procedures, booth assignments and setup, parking, market-day operations, safety, severe weather procedures, insurance, health department requirements, and other helpful tips on what to expect.

All new vendors are required to complete the orientation as part of their onboarding before participating in their first market. Returning vendors are encouraged to review the materials anytime as a refresher or to stay informed of updates and changes.

Access to orientation materials is available once your vendor application has been approved and you have received your Vendor Portal login.

Vendor Portal: https://my.kellerfarmersmarket.com

Our goal is to make sure every vendor feels informed, prepared, and confident before arriving at the market. If you have questions after reviewing the materials, our Market Management team is always happy to help.

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.
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. Standard hours of operation are 8AM to 12PM each Saturday (or per the schedule) 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 or to preserve park conditions.
10. All activities take place on the hard surfaces only (with exception of some special events in the designated grass areas). No merchandise or other items are to be on the lawn or in planted areas. No vehicles may ever be driven over curbs, sidewalks 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.
13. **No Unapproved Additions:** Vendors may not add new items without **prior written approval** from the Executive Director; items overlapping another vendor's **primary** product may be denied.

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.
4. **Your children are welcome but must be supervised at all times and adhere to market rules - this includes the City Ordinance that designates the market as a pedestrian market only, no roller skating, roller blading, bike riding, skateboarding, etc. during the market hours of 6am to 2pm.**
5. See Vendor Code of Conduct below for additional information.

Vendor Booths

1. Vendor entrance will be open at 6:00 am (or 2 hours prior to start time) & booth setup on market day may begin at 6:30 am; breakdown begins at 12 pm and must be completed by 1 p.m. (1 hour after closing time). No breakdown before the close time will be allowed. This means NO ONE should be pulling out to leave before 12:10pm.
2. A Vendor/Business may request more than one 10 x 10 booth space AND must be listed on the Vendor Application and communicated to the Market Manager. Market Day Fees are due ONE WEEK IN ADVANCE for each 10 x 10 booth space. 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 however, some spots are sunny - bring a back and side drops for shade. Spots will shift depending on number of vendors each market day. We are NOT able to take special request for a booth location.
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 20 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, drinks, signs, refrigeration, duct tape, insect repellent, ant poison 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. Do NOT breakdown boxes and put in the park trash containers. Vendors must take boxes with them to dispose of off park property. **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.
- Although Vendors are encouraged to bring their own drinks, complimentary water is always available at the Market Booth while supplies last.
- KFM does NOT utilize market cash or have any cash at the market. Make sure you have a way of accepting credit card transactions and, if needed, have cash to make change.

Designated Vendor Parking Area

- Vendors **will be** allowed to use their vehicle in their vendor booth area.
- Designated parking will be at the end of Shady Lane for those that want to move their vehicle.
- If vendor worker is not staying the entire market, they must park in designated public parking. **No driving through market during open hours is allowed at anytime**.

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. Musician/Chef demo in the gazebo (Pavilion Two) have 8 outlets.
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 72 hours prior to the start time of the market. If cancellation is received after 8:00 a.m. the Wednesday 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 lovemykfm@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 to 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:

- 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, flooding and/or severe weather, then we are required to cancel Market.
- KFM tries really hard to not cancel to early as the weather has a tendency to change rapidly. With that said please be weather aware and decide if your product can handle what the forecast says - especially bakers.

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.

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.

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 and documents applicants agreement to these rules and regulations.

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 are NOW REQUIRED to 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. Vendors will NOT be allowed to participate until we have a copy of their policy.
- 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 or email a copy of it to lovemykfm@gmail.com subject insurance. You can use any insurance you want - below are a few we have found.

Some possible sources of liability insurance are in partnership with the Farmers Market Coalition https://www.campbellriskmanagement.com/ and the Food Liability Insurance Program www.fliprogram.com

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

https://farmandranchfreedom.org/
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 the primary coverage.

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

VENDOR APPLICATION & VENDOR PORTAL

The KFM Vendor Portal at my.kellerfarmersmarket.com is your central location for viewing your market schedule, accessing payment links, submitting schedule requests and managing your website and social media links.

Applying to Become a Vendor

Visit kellerfarmersmarket.com, select **Vendors → Vendor Application**, and follow the steps to provide your business information, select your vendor type, request market dates and submit required supporting documents. Applications are reviewed based on product quality, variety and market needs. Requested dates are subject to approval. Approved vendors receive instructions for accessing the portal.

Your Schedule & Changes

Check your portal regularly for scheduled dates, waitlist status and payment information. Use the schedule request form to request additional dates, change dates or report that you cannot attend.

Submit requests at least seven days before market day whenever possible. Some requests require KFM review; follow the portal's confirmation and check your updated schedule before making plans. For a late cancellation, use **"I can't attend"** and provide a reason. If you cannot submit a request online, contact lovemykfm@gmail.com.

MARKET FEES & PAYMENTS

The booth fee is **$40 per 10×10 space per market day**, payable at least one week in advance. Use the payment links beside eligible dates in your portal and check the payment status afterward.

Online payment is preferred. Checks may be given to the Market Manager or mailed to **PO Box #782, Keller, TX 76244**, arriving at least one week before market day. Cash is not accepted.

Credits & Refunds

Payments for markets canceled by KFM or because of inclement weather may be moved to your next scheduled date; refunds are not provided. Vendors facing emergencies or unexpected circumstances may contact KFM to request a refund or credit. Submitting a schedule request does not automatically authorize a refund or credit.

Vendor Information & Links

Keep your business and contact information current by notifying KFM of changes. Use **Update Links** in the portal to submit website and social media updates for approval before they appear in the public vendor directory.

Farmers

Agricultural Producers and Farmers are an integral part of the Keller Farmers 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 Keller Farmers Market must comply with current Texas cottage food laws, including the changes introduced by **SB 541, effective September 1, 2025**. Vendors are encouraged to use high-quality and organic ingredients and must describe their products accurately.

Texas DSHS Cottage Food Guidance

Food Safety Training

Cottage food operators must complete an accredited food handler training program. DSHS recognizes an accredited Food Manager Certification in place of Food Handler Certification where applicable.

Online and classroom courses are available, and fees vary by provider. Keep your certification current by following the expiration date shown on the certificate. If no expiration date is listed, the certificate is valid for two years from issuance.

DSHS Food Handler Training Information

KFM requires a readable copy of your applicable food safety certificate before your first market day. Upload it with your application or contact Market Management if an updated copy is needed.

Products & Registration

Cottage food operations may sell foods allowed under current Texas law. Prohibited products include:

- Meat, poultry or products made from them.
- Seafood, fish, shellfish or products made from them.
- Ice or ice products, including ice cream, frozen custard, popsicles, gelato and shaved ice.
- Low-acid canned goods.
- Products containing CBD or THC.

- Raw milk or raw milk products.

Operations selling foods that require time and temperature control for safety must register with DSHS and meet applicable storage, handling and labeling requirements. Registration is also required for cottage food resellers. Foods requiring temperature control for safety cannot be sold through cottage food resellers.

All products offered at KFM remain subject to Market approval. State eligibility does not automatically establish approval to sell a product at KFM.

Packaging & Labels

Food must be packaged to prevent contamination, subject to the state's exception for items too large or bulky for conventional packaging. Required labeling information for unpackaged items must be provided on an invoice or receipt.

Labels must be legible and include:

- The cottage food operation's name.
- Its address, or a DSHS-issued identification number obtained through registration.
- The product's common or usual name.
- Required major-allergen declarations.
- The following disclosure:

THIS PRODUCT WAS PRODUCED IN A PRIVATE RESIDENCE THAT IS NOT SUBJECT TO GOVERNMENTAL LICENSING OR INSPECTION.

Pickled fruits or vegetables, fermented vegetables and plant-based acidified canned goods have additional production and batch-labeling requirements.

Foods requiring time and temperature control for safety must also show the date made on the label and include the following statement, in at least **12-point type**, on the label or an accompanying invoice or receipt:

SAFE HANDLING INSTRUCTIONS: To prevent illness from bacteria, keep this food refrigerated or frozen until the food is prepared for consumption.

Food produced by a cottage food operation and sold through a cottage food reseller must also show the date made on the label.

Follow all applicable temperature requirements during storage, transportation and market sales.

Texas DSHS Packaging, Labeling & Food Safety Requirements

KFM Standards

Vendors must also follow KFM's labeling requirements and provide accurate ingredient and allergen information so customers can make informed choices.

Failure to comply with applicable law or KFM requirements, including mislabeling or falsely advertising products, may result in revocation of vendor privileges without refund.

Artisan, Specialty & Craft Vendor

Some booths on each market day will be dedicated to artisan, specialty 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, specialty and craft vendor booths are not available for this purpose, regardless of the product category.

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 or solicitation at the market.

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.

Musicians

Keller Farmers Market pays a nominal amount for entertainment; musicians are compensated by tips and exposure during market hours.

Food Vendors & Food Trucks

Food vendors must obtain all permits, licenses and inspections applicable to their products and method of preparation before operating at Keller Farmers Market.

Food Trucks, Trailers & Mobile Food Vendors

Beginning July 1, 2026, mobile food vendor licensing is administered by the **Texas Department of State Health Services (DSHS)**. Apply through DSHS and follow its inspection instructions. Existing vendors transitioning from a local permit must meet DSHS's requirements for continued operation while awaiting inspection.

Texas DSHS Mobile Food Vendor Requirements

Vendors must also meet applicable City of Keller permit and fire-safety requirements. Contact the **Keller Fire Marshal's Office at 817-743-4400** or firerescue@cityofkeller.com to confirm current requirements, fees and inspection arrangements.

City of Keller Food Truck Information

Prepared Food Booths & On-Site Cooking

Food booths and cooking tents have different requirements from mobile food vehicles. Vendors operating outside the Texas cottage food exemption must confirm and obtain the applicable health permit through **Tarrant County Public Health** and meet any City fire-safety requirements for their cooking setup.

Tarrant County Farmers Market Food Permit Application

Vendors qualifying under Texas cottage food law should follow the **Cottage Food Vendors** section of this handbook.

PETS

Keller Farmers Market is a pet-friendly outdoor market. Please help keep the market safe and comfortable for everyone:

- Keep your pet on a leash and under control at all times.
- Do not bring pets that display aggressive behavior.
- Pick up after your pet and dispose of waste properly.
- Respect other visitors, vendors and their animals.

These leash and waste-removal requirements also apply under the City of Keller Park Rules.

Water bowls are available at participating vendor booths and the information booth. A City-provided pet drinking fountain is also located within the park.

Pet Food & Treat Vendors

All products offered at KFM for animal consumption must comply with applicable Texas licensing, product registration, ingredient, packaging and labeling requirements administered by the **Office of the Texas State Chemist (OTSC)**.

The Texas cottage food exemption for human food **does not apply to pet food or pet treats**, including products made in a home kitchen. Vendors are responsible for confirming and meeting applicable requirements before offering products for sale.

Texas Pet Food Rules
OTSC Guidance for Home-Based Pet Food Manufacturers

Pet Days

Special Pet Days may feature local pet product vendors, activities and pet-friendly organizations, including vendors offering dog treats, handmade collars, toys, accessories and grooming services. Check KFM's published schedule for upcoming events.

KELLER FARMERS MARKET POLICIES

RELIGIOUS AND POLITICAL ORGANIZATIONS

The Keller Farmers 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 per our schedule submitted to the City of Keller. 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, Vendor Code of Conduct, Rules and Regulations of the Keller Farmers Market, Market & Vendor Insurance, and the Insurance Indemnity Statement.

VENDOR CODE OF CONDUCT

As a valued vendor, your participation helps create a vibrant, welcoming, and ethical marketplace for the community. To ensure a positive experience for all, we ask that you adhere to the following Code of Conduct:

1. Professionalism & Courtesy
   - Treat all customers, vendors, volunteers, and staff with respect and courtesy.
   - Zero tolerance for harassment, discrimination, bullying, or intimidation.
   - **During Market Hours:** Do not engage in disputes on-site; bring concerns to Market Management privately.
2. Positive Community Standards
   - Support a welcoming environment; avoid disparaging remarks about other vendors, their products, or the market.
   - Address concerns **privately** with Market Management first and allow a good-faith resolution window versus going public.
3. Honest Representation, Authenticity & Fair Dealing
   - Describe and price products truthfully; no misleading claims or bait-and-switch.
   - **Authenticity:** Offer products that reflect the market's values and present them accurately.
   - Compete fairly—no obstructing, poaching, or undermining neighboring booths.
4. Respect for Intellectual Property
   - Do not copy another vendor's brand, trade dress, recipes, or proprietary materials.
   - Use only names, logos, and content you have rights to.
5. Cleanliness & Consideration
   - Keep your space tidy, manage waste, and keep aisles/walkways clear and considerate of others.
6. Inclusive, Accessible Service
   - Serve all customers equitably.
   - Offer reasonable assistance on request (e.g., reading labels or reaching items).
7. Privacy, Photos & Data
   - Get permission for close-up photos/video of customers within your booth.
   - Collect emails/phone numbers with consent; use customer data only for the stated purpose.
8. Communications & Social Media
   - Bring issues to Management first; avoid airing grievances publicly before good-faith resolution is attempted.
   - Do not publish false, confidential, or harmful claims about the market or its participants.
9. On-Site Advocacy & Solicitation
   - No unapproved petitioning, aggressive solicitation, or third-party promotions from your booth.
   - Keep interactions commercial and courteous; no disruptive political or religious campaigning during market hours.
10. Safety-First Conduct
    - Prioritize customer and community safety; follow staff direction during any incident.
    - No substance-impaired participation.
11. Growth Mindset
    - Be open to constructive feedback from Market Management and fellow vendors.
    - Strive for continuous improvement in products and customer service.

By following these principles, we can continue to be a thriving marketplace that benefits vendors, customers, and the community alike.

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.)

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

Sean Hicks, Board Chair

Becky Icken, Vice Chair

Sandra Heaslet, Secretary

Board Members

Kat Lucas

Huston Shores

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!