



## University Farmers Market Rules

The Rice University Farmers Market (RUFM) supports activities, goods, and services that promote community education about the benefits of eating fresh, locally produced food. The most visible way the RUFM does this is through its weekly farmers market, which brings local food producers together with consumers and those interested in learning more about local food production.

Rice University Farmers Market has adopted the following guidelines in order to comply with local city health codes, Rice University policies and to provide a clear understanding for vendors. The RUFM Management Team expects that all participants in the farmers market will exhibit an honest and cooperative spirit along with the University personnel whose purpose is to ensure the integrity and success of the market.

### What Can Be Sold

Except as set forth below, only items produced by the vendor him/herself may be sold at RUFM. This is not only a provision for the Rice University Farmers Market but it is the law ([see Deceptive Trade Practices](#)). Farm items produced by other local growers may be sold on a limited basis with prior RUFM approval, an approved application from the source farm, and clear signage that identifies the source farm with labels describing the type of production method (certified organic, sustainable, or conventional) for each product.

**Agricultural & Nursery** – fruits, vegetables, herbs, flowers and other agricultural and horticultural products, dairy products, fish, and meats raised by the vendor within a 200 mile radius of Rice University. Exceptions to the geographic limit will be considered by the RUFM Management Team. Agricultural vendors may sell additional products under the Texas Cottage Food Law. These products must come from their own farm. Please reference <http://texascottagefoodlaw.com> for products allowed. Only agricultural vendors already participating in the RUFM may fall under this provision. Those that wish to sell under this provision must obtain prior approval from the RUFM Management Team. The RUFM Management Team will not accept new applicants that wish to participate in the RUFM solely under the Cottage Food Law.

**Prepared Food** – processed foods generally prepared for off-site consumption, such as baked goods, jams, sauce, etc. The intent of the RUFM is for prepared foods to be locally sourced to the extent possible. Any prepared foods without at least one ingredient locally sourced must have approval from the RUFM Management Team. Those vendors must indicate by signage at their stall that they are not a locally sourced vendor. The RUFM will provide you with this signage. The vendor with locally sourced ingredients must be able to demonstrate at all times which ingredient is locally sourced and provide signage that describes the source of each local ingredient.

**Value Added** – items made from local farm products by the producer (for example, goat milk soap from the goat dairy that is selling its milk or cheese at the Market).

### Vendor Selection

Vendors who produce local agricultural products are given priority over any other product category. Prepared food products will only be considered if the applicant can demonstrate that at least one ingredient is, and will continue to be, sourced through local producers and growers year-round. *There may be exceptions through RUFM Management Team approval.* Furthermore, packaged foods may only be

processed or manufactured by a vendor in a licensed food establishment and packaged and labelled according to all applicable laws. Vendors of packaged or processed foods must hold a current Food Manufacturer's Licence from the Texas State Department of Health and any other appropriate licensing (e.g., Canning). For non-agricultural based vendors, we only allow one vendor per product category unless there is a demand that needs to be met.

**Farm and Business Inspections:** The selection process requires an inspection of your farm, ranch, dairy or business to determine that you actually grow/produce the products (agricultural/nursery, prepared food, value added) listed on your application. Additional inspections might be necessary if you wish to add or change the products listed on your application or if your circumstances should change (e.g., change commercial kitchens). The intent is that what you sell at the market matches your application. The RUFM Management Team is permitted to inspect any RUFM vendor without prior notice.

### **Health Department Requirements**

The City of Houston Health and Human Services Department is strict about ensuring all regulations are followed and met. Please make certain you follow the applicable requirements laid out in the relevant chapters of the City of Houston Food Ordinance.

Health officials may be inspecting the Market from time to time to ensure compliance with the guidelines. If you are found to be non-compliant, you may be subjected to penalties by the Health Department. It is your responsibility to ensure you are within the guidelines. Rice University Farmers Market takes no responsibility if you are fined. Please contact the City of Houston Health and Human Services Dept. for further details.

### **Food Safety – Prepared Food and Samples**

Vendors with processed or prepared food products must adhere to City of Houston Health and Human Services and Texas State Health Department rules. Vendors are responsible for maintaining a current manufacturer's license AND PROMINENTLY DISPLAYING IT. Packaged products must be clearly labelled with the ingredients, net weight, date of manufacture, and the manufacturer's (i.e., the vendor's) name and address. All food items must be kept at the appropriate temperatures at all times with the exception of food samples that are thrown away at the end of the market when they will have been out of temperature for a period of four or more hours.

### **Health Practices and Permits**

It is the responsibility of each vendor to obtain and display all appropriate permits and/or licenses and certificates. Each vendor must follow the registration and guidelines outlined by the City of Houston Health Department. All vendors must dress appropriately; shoes and shirts are required. No animals are allowed in any of the vendor stalls with the exception of service animals. Every cooler must have a working thermometer. PERMITS MUST BE DISPLAYED at all times during the event. The vendor is solely responsible for the damages resulting from the sale of unsafe, unapproved or unsound goods.

### **Signage and Product Labelling**

Each booth must prominently display a sign clearly identifying the farm or business by name and location. Signs with product lists and prices are strongly encouraged. In addition, signage identifying food as produced conventionally, sustainably or using certified organic methods must also be displayed, which will be provided by the RUFM. Consumers should clearly understand what they are buying, where it comes from, and how it was produced. For prepared food vendors, signage indicating locally sourced ingredients must be displayed. Those vendors without locally sourced ingredients must display a sign indicating they are not a locally sourced vendor. For non local sourced vendors, the RUFM will provide you with signage. These signs need to be displayed on the front right corner of your tent as you are facing out at eye level.

## Booth Space

The space assigned is to be used solely by the vendor whose name appears on the application and only for those products listed on the application and approved by the RUFM. One stall (approximately 10' × 10') will be assigned to each vendor on the day of the Market. Stall assignments take into consideration product mix, customer flow, and safety. All efforts are made to keep vendors in the same location each week. Late arrivals (i.e., showing up at the Market less than 15 minutes before the start) may have to be relocated from their usual space.

Vendors are responsible for occupying the allocated booth space on the day of the Market and providing their own tent. Tents will **not** be provided by the RUFM. Vendors not able to attend are required to contact the Market Management Team by email at [ricefm@rice.edu](mailto:ricefm@rice.edu) by **9:00 a.m. Tuesday morning**.

Each booth must be weighted immediately upon being put up with sufficient weight (30 lbs.) on each leg to prevent the tent from being moved by the wind. No bungee or elastic type cords may be used. This is non-negotiable due to the safety hazard presented by an airborne tent. Vendors who come to the Market without tent or weights will not be allowed to sell that day. Vendors may arrange to borrow tent weights from the Market Management Team if available, but it is the vendor's responsibility to retrieve the weights from storage and to return them afterwards.

## Booth fees

A payment of \$20.00 for booth space is due at the end of each Market day. Fees may be paid in cash, check, Market Gift Certificates or Market Tokens.

Backyard gardeners are those who come to the Market with an oversupply from their personal gardens and typically sell for a period of less than a month at a time. Backyard gardeners are asked to pay \$5 for all sales over \$50 up to \$150 and an additional \$5 (total of \$10) for sales over \$150 and up to \$200. Backyard gardeners with sales over \$200 will be asked to pay a booth fee of \$20. Sales are self-reported in accordance with the honor system. Backyard gardeners are expected to comply with rules regarding signage and product labelling. All applicants must be approved prior to participating in the Market. ***Submission of a completed application and fee does not guarantee acceptance into the Market.***

## Hours, Dates and Location

The RUFM operates on the Rice University campus in the Greenbriar Lot off of Greenbriar Drive between University Boulevard and Rice Boulevard from 3:30 to 6:30 pm every Tuesday afternoon, year-round, rain or shine. The Market will not close due to inclement weather except in the event the Rice Campus closes. Each vendor must make the determination whether to attend or not. Notification of the Market Management Team is still required.

## Vendor Conduct

1. Vendors are expected to attend every market year around. Seasonal vendors need to have approval from the RUFM Management Team. Excessive absences in a row will be reviewed by the RUFM Management Team and determined if the vendor will be allowed to continue to participate. If it is decided to discontinue a vendor's participation, they must re-apply after a probationary period.
2. Vendors may display marketing signage of their products as long as it does not obstruct the view of other vendors.

3. All vendors must conduct themselves in a professional and courteous manner that is respectful to other vendors, market personnel, and the public. No threatening, abusive, or harassing behavior or language is acceptable.
4. Smoking is not permitted by vendors in the market area.
5. Only products approved through the application process are allowed to be sold at the market unless there is approval through RUFM Management Team.
6. At the close of the market, vendors are expected to immediately break down their areas and depart as quickly as possible.
7. Vendors are expected to return their stall to a clean condition and disposing of their own waste.

### **Non-Compliance**

Vendors are expected to adhere to the market rules at all times. Non-compliance may result in disciplinary action, in other instances discontinuation of participation in the market, or other actions.

### **Electricity and Water**

Vendors must advise the Market Management Team at the time of application of electrical requirements of any equipment planning to be used. **Vendors are responsible for providing their own outdoor approved extension cords (14 gauge or better) and mats** to cover any and all portions of the cord that lie in any area utilized by market customers. RUFM does not guarantee electricity to vendors although at this time Rice University is able to provide a portable generator.

Vendors who provide food samples to market customers are responsible for setting up their own temporary hand washing station comprised of a plastic water jug with a spigot that provides running water, soap in a dispenser, paper towels and a bucket to catch used water or sanitizer and gloves.

### **Statement of Insurance**

It is recommended although not required at this time that vendors have personal injury insurance in the amount of \$1 million; product liability coverage in the amount of \$1 million and commercial general liability insurance of a minimum of \$2 million. Vendor insurance policies should name William Marsh Rice University as an additional injured and should bear an endorsement waiving rights of subrogation against the University.

The Market Management Team has final authority on site to interpret and enforce rules and regulations related to the conduct of all vendors and visitors of the market. Vendors not complying with instructions or rules of the market will be considered in material breach and default and may be asked to vacate their booth immediately without refund.

The Market Management Team may at its sole discretion revise these rules, and may alter operations of the Market at any time. Current rules will be available on the website at [farmersmarket.rice.edu](http://farmersmarket.rice.edu).

Vendors agree to comply with the rules of the Market and abide by the final decisions of the Market Management Team and/or the Advisory Committee. Vendors who feel that their concerns or grievances have not been adequately addressed by the Market Management Team may contact vendor members of the Advisory Committee (see names and contact information of current members listed below) who will communicate the grievance to the Committee Chair (see name and contact information below). The Chair will then decide whether the grievance needs review by a subgroup of no fewer than three (3) additional committee members (which can be handled online, via telephone, etc.), a full in-person hearing, or if it can be dismissed.

### **Indemnification**

Each Vendor shall indemnify and hold harmless Rice, and its trustees, officers, employees, representatives, agents and affiliates (the "Indemnified Parties"), for, from and against any and all demands, claims, suits, damages, losses, liabilities, costs and expenses, including, but not limited to, court costs and attorneys' fees (the "Indemnified Matters"), of any nature whatsoever (including, but not limited to, property damage and loss, bodily injuries, sickness, disease or death), directly or indirectly arising out of or in connection with Vendor's participation in the Farmer's Market. Vendor's indemnification obligations under shall apply whether the Indemnified Matters are due in part to the contributory fault or negligence of the Indemnified Parties or others; provided, however, that Licensee shall not be obligated to indemnify Rice for Rice's sole negligence.

**Market Management Team**

**Market Operation Manager**

Beth Leaver

Email: [ricefm@rice.edu](mailto:ricefm@rice.edu)

Phone: 713-348-5463

**Market Student Intern**

Kathryn Hokamp

Email: [ricefm@rice.edu](mailto:ricefm@rice.edu)

**Market Communication Manager**

Susann Glenn

Email: [ricefm@rice.edu](mailto:ricefm@rice.edu)

Phone: 713-348-3793

**Advisory Committee Chair**

Richard R. Johnson

Email: [rrj@rice.edu](mailto:rrj@rice.edu)

Phone: 713-348-5003

**Advisory Committee Vendor Member (producer):**

Christian Seger, Blue Heron Farm

I have read and understand the Rice University Farmers Market rules and agree to abide by them.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Farm or Business name & address

Received by: \_\_\_\_\_ Date: \_\_\_\_\_