



Urban Harvest

Growing gardens. Enriching lives.

## Market Rules

Revised October 8, 2012

### I. INTRODUCTION / MISSION

The Urban Harvest Farmers Markets (the "markets") are Texas Department of Agriculture certified farmers markets that will operate weekly in Metro Houston to support local agriculture and benefit the community. The market is a project of Urban Harvest, Inc. Urban Harvest is a nonprofit organization that promotes healthy communities, sound nutrition and respect for the environment by educating children and adults and facilitating harvest and habitat gardens. The main goals of the market include:

- A. promoting the sustainable production, marketing, and consumption of local agricultural produce
- B. educating the community about local growing conditions and food crops as well as sustainable and organic growing practices
- C. promoting the nutritional and culinary benefits of eating local produce in season
- D. strengthening the local economy by redirecting consumers' food dollars to local growers and producers
- E. incubating new, small, food-based businesses
- F. providing a community gathering place

*The predominant product emphasis will be on locally-produced agricultural products.*

### II. DEFINITIONS

*Agent:* a representative for a producer who is working on contract with the producer and may sell for the producer at the market.

*Agricultural Products:* materials grown, farmed, produced, or wild harvested.

*Approved Product:* a product that has been approved by the UHFM Committee/Management Team.

*Board of Directors:* the Board of Directors of Urban Harvest

*Conventional:* this grower uses common agricultural practices and may or may not use chemical or synthetic fertilizers, or synthetic fungicides or pesticides or added hormones. Such growers may be a large or small grower.

*Executive Director:* the Executive Director of Urban Harvest.

*Family:* the producer's spouse, significant other, parents, children, cousins, aunts, or uncles.

*Inclement Weather:* sustained winds over 25 MPH, lightening, hail, etc. As a result of inclement weather we may cancel the market, delay the start, take a break, or call the market early. *To breakdown quickly, lower the tent, pull off the canvas on the leeward (not facing wind) corners to protect equipment, use extra caution while unplugging equipment.* At any point if a vendor feels unsafe, the vendor may sit in their car, go under cover, or leave the market (if it is safe to do so). We encourage vendors to prioritize their personal safety.

*Local Product:* any product grown or produced within 180 miles of downtown Houston.

*Majority Local Standard:* a standard for Prepared Food Products which requires using locally grown, seasonal agricultural products whenever possible; 51% of ingredients (by weight) in Value-Added products (including food and non-food products that CAN be sourced locally) MUST be procured from a farm whose produce meets the "Local Product" definition above.

*Market Manager:* the Urban Harvest staff member who conducts day-to-day operations of the market.

*Naturally Grown:* this grower practices organic principles of soil enrichment and are certified by a collection of peers involved with [www.naturallygrown.org](http://www.naturallygrown.org). The use of synthetic fertilizers or synthetic fungicides, pesticides or added hormones is prohibited. Certified Naturally Grown farmers reflect a commitment to work within the natural biological cycles that are necessary for a truly sustainable farming system - a system that works in harmony with micro-organisms, soil flora and fauna, plants and animals, to maintain and increase the long-term fertility of soil, leaving it even more vibrant and alive for the next generation of farmers.

*Organic:* this grower practices strict organic principles of soil enrichment and pest control and is certified either by the state or a third party certification firm that has been approved by the Market Manager and the Executive Director. Organic growers may use natural fertilizers, or synthetic fungicides or pesticides allowed by the law when a natural alternative is not available. Organic Value-Added vendors must utilize only certified organic ingredients and follow organic labeling requirements. Guidelines are available at [www.ams.usda.gov/nop/nop/standards.html](http://www.ams.usda.gov/nop/nop/standards.html).

*Prepared Food Products:* food and drink prepared in accordance with local, county, state, and federal regulations (either on-site or off-site) by chefs, bakers, confectioners, and beverage makers, and sold by these producers at the market.

*Producer:* the farmer or grower of any raw agricultural product or the person who produces or makes any Value-Added product.

*Producer Cooperative:* a legally incorporated collaboration of producers or growers who market their produce or agricultural products collectively.

*Sustainable:* growers using the Sustainable label pledge to use primarily organic practices; however the term Organic is not used on their Urban Harvest provided signage since they are not certified. Urban Harvest advises consumers to ask these growers any questions they might have about their production practices, since it is hard to know how closely organic principles are followed. These products and practices may include supplemental, non-medicated, conventional feed with no growth hormones. Non-GMO feeds are desirable, but not a requirement. Conventional seeds may be used by producers who grow their own feed. Antibiotics may be used for emergency and sick animal care only. Animals must have daily access to pasture and shelter and must be able to express themselves.

*Urban Harvest Farmers' Market (UHFM) Committee:* A committee of Urban Harvest, having management responsibility for the operation and direction of the Urban Harvest Farmers Market at Eastside. Its composition is as defined by the Urban Harvest Board of Directors.

*Urban Harvest Farmers' Market (UHFM) Management Team:* A team, having management responsibility for the operation and direction of Urban Harvest Farmers' Markets other than Eastside, comprised of the Market Manager, Chair of the UHFM Committee, and Urban Harvest's Executive Director.

*Value-Added Product:* an agricultural product that is processed in order to improve the product for the customer and also results in a higher net worth. The item may be edible, such as jelly or pickles, or it may be inedible, such as a wreath from dried okra pods.

*Value-Added Vendor:* a vendor who produces food and other products that are derived from agricultural products.

*Vendor:* a seller at the market.

*Vendor Representative:* a representative of the vendors who serves on the UHFM Committee.

### **III. SELLING AT THE MARKETS**

Who may sell and participate at the markets is determined by the UHFM Committee/Management Team as explained below. Decisions of the UHFM Committee/Management Team are subject to review by the Executive Director and the Urban Harvest Board of Directors.

- A. Farmers, producers cooperatives, growers and producers of agricultural products grown or produced within 180 miles of Houston providing:
  1. a vendor application has been submitted to and approved by the UHFM Committee/Management Team.
  2. they are growing or producing their own local product; no re-selling is permitted.
  3. they hold all required permits, licenses, and insurance policies necessary for their business operation.
  4. they sign the Indemnity Agreement and the Participation Agreement included in the vendor application.
  5. they allow market representatives to inspect their farm and production facilities prior to selling at the markets and/or from time to time.
  6. they pay the annual vendor fee.
- B. Value-Added Vendors, who may or may not be growing the ingredients, but who obtain and process ingredients to produce items within 180 miles of Houston may sell their products at the market, providing:
  1. they comply with The Majority Local Standard.
  2. a vendor application has been submitted to and approved by the UHFM Committee/Management Team.
  3. they are producing their own local product; no re-selling is permitted.
  4. they hold all required permits, licenses, and insurance policies necessary for their business operation.
  5. they sign the Indemnity Agreement and the Participation Agreement included in the vendor application.

6. they allow market representatives to inspect farms and production facilities prior to selling and/or from time to time.
  7. they pay the annual vendor fee.
- C. Agents: Future vendors may NOT represent or be represented by other growers or producers as agents. Agents may sell products at the market, providing:
1. the grower or producer participates in person for the duration of the market day at least twice a year or at least once during the season their product is sold at the market.
  2. the product is labeled with the name of the actual producer and signage that identifies that name of the producer.
  3. the grower produces their own local product; no re-selling is permitted.
  4. the grower holds all required permits, licenses, and insurance policies necessary for their business operation.
  5. the grower signs the Indemnity Agreement and the Participation Agreement included in the vendor application.
  6. the grower allows market representatives to inspect their farm and production facilities prior to selling at the market and from time to time.
  7. the grower pays the annual vendor fee.
- D. Non-Profit Groups: non-profit groups may participate at the market as space permits. Non-profits who are accepted to participate in the market are identified by criteria determined by the UHFM Committee/Management Team, but are chosen at the discretion of the Market Manager and the Executive Director. Such groups may set up information-only tables free of charge.
- F. Chef's Corner: chefs are allowed to buy and prepare food at the market for the purpose of promoting locally grown and produced food. Chefs are encouraged to interact with the customer, and demonstrate how they are preparing the food. Chefs may pass out information leaflets on their restaurant, but may not sell anything. Participating chefs must work in a certified kitchen and sign both the Indemnity Agreement and Participation Agreement prior to participating in the market.

#### **IV. WHAT CAN BE SOLD**

- A. Agricultural products grown or produced by the seller, including but not limited to:
1. vegetables
  2. fruits, nuts, berries
  3. ornamental plants and flowers
  4. eggs
  5. milk and cheese
  6. meat and poultry
  7. seafood, either farm-raised or wild-caught
  8. honey
  9. edible plants and plant starts. Must be non-invasive.
- B. Value-Added products produced by the seller, including but not limited to:
1. prepared foods

2. jams and jellies
3. pickles, vinegars, salsas
4. seasoning mixes, sauces
5. dried flower arrangements
6. baked goods
7. herbal lotions, soaps, teas, etc.

All vendors must comply with all applicable city, county, state, and federal health regulations at all times. The Market Manager will keep in each vendor's file copies of all applicable permits and licenses. It is each vendor's responsibility to provide current copies to the Market Manager, as well as to keep copies with them at the market to be available for inspection by government officials.

## **V. MARKET OPERATIONS**

- A. The markets will operate year round, rain or shine. See Inclement Weather definition. Market times will be established by the UHFM Committee/Management Team.
- B. Vendors must sign an Indemnity Agreement and Participation Agreement.
- C. The markets will operate at locations approved by the Executive Director and Board of Directors of Urban Harvest.
- D. A stall is a selling area 10 feet wide and 10 feet deep. The Market Manager may permit a vendor to occupy and pay for more than one stall if the amount of product brought justifies it and if the markets can accommodate it. Requests for additional stall space must be made in advance.
- E. The Market Manager will assign stalls based on the best interests of the markets as a whole, as well as criteria identified by the UHFM Committee. While vendors may have a customary location, this location is subject to change at the discretion of the Market Manager. The Market Manager will consider the various needs of particular vendors and accommodate them to the extent possible, particularly for space to park a truck containing backup merchandise and for need for access to electricity.
- F. While operating at the market, vendors must follow all local, county, state, and federal regulations for handling, selling and distributing food.
- G. Vendors must pay a day fee for each market attended. Each additional stall incurs an additional day fee.
- H. Vendors will determine their own pricing.
- I. Vendors must represent their products in honest and non-deceptive manner at all times, both in written form on signs and in oral form during conversation. See Participation Agreement.
- J. All items sold or labeled as organic must meet the requirements of the National Organic Program. Only certified organic growers may display signs using the word "organic". If a vendor offers both organic and non-organic items in the same stall, individual signs should make it clear which items are organic and which are not.

- K. Prepared, packaged foods should be labeled with the name of the product, producer's name and address, a list of all the ingredients, with the highest proportion ingredients listed first in descending order and quantity or weight of contents as required by the State of Texas.
- L. Urban Harvest will provide a sign to all farmers identifying their growing practices: conventional, certified naturally grown, certified organic, sustainable. Each vendor must display a large sign or banner identifying their farm or business name.
- M. Urban Harvest will provide a growing/farming practices checklist to each vendor. Said checklist must be posted along with the growing practices sign
- N. No re-selling is permitted. Vendors may only sell products that they have grown, raised or produced themselves or as defined in III.C.
- O. Vendors must keep their stall and their equipment in a clean, safe, and hazard-free condition. At the end of market, each vendor must leave their selling area clean, with all trash removed.
- P. Vendors must conduct themselves in a courteous and professional manner. Vendors must treat all customers, staff and volunteers of Urban Harvest, and fellow vendors with respect at all times.
- Q. No loud or aggressive promotion is permitted. Radios or stereos may only be operated with the permission of the Market Manager.
- R. No smoking is permitted at the market. No consumption of alcoholic beverages or illegal drugs is allowed at the market.
- S. Vendors must be set up and vehicles removed from the market area at least thirty minutes prior to the start of the market. Vendors must remain set up until the close of market, even if they have sold out.
- T. Vendors may not let their vehicles idle during market hours unless required to power mechanical refrigeration.
- U. Vendors must supply their own tents, tent weights and tables. For the safety of all present at the market, tent weights must meet manufacturer requirements, but not less than 25 pounds PER tent leg. Bungee cords may be used only to hold tent weights in place, not to be used to suspend the tent weight. Ropes or tie down straps that connect the weight to the tent must be taut at all times. Tent weights must be attached IMMEDIATELY after pitching the tent and when weights are removed, the tent must be IMMEDIATELY taken down.
- V. Vendors must give the Market Manager 24 hours notice if they are unable to be at the market. Unless prior timely notice is given, vendors will be required to pay their booth fee even if they are unable to be at the market.
- W. No storage space for vendors is available at the market site.
- X. Vendors should be prepared for all kinds of weather.

- Y. Value-Added Vendors must meet the Majority Local Standard.
- Z. Urban Harvest will provide a Local Standard binder to each Value-Added Vendor which must be prominently displayed.

## **VI. NON-COMPLIANCE**

Non-compliance with market rules will result in disciplinary action at the discretion of the Market Manager and Executive Director.

- A. first warning will be verbal
- B. second warning will be written
- C. third warning will be a monetary fine of up to \$25 per non-compliance
- D. final warning will be suspension from the markets for a period of time and possible termination of the vendor's participation in the market.

Any vendor aggrieved by the Market Manager's decision may appeal for review to the Executive Director of Urban Harvest.

## **VII. COMPLAINTS AND SUGGESTIONS**

- A. Suggestions for market improvement are always welcome. Complaints or grievances should be brought to the attention of the Market Manager or a vendor representative, who will investigate the issue and if a problem is found, address it.
- B. Vendor complaints must be made to the Market Manager in writing.
- C. Upon request, the Market Manager will provide an update on the status of the effort to resolve the complaint, to the extent that vendor confidentiality permits.
- D. The Market Manager will respond to the complaint in writing within 14 days of receipt of the written complaint, and will promptly provide all parties involved a copy of the complaint. In most situations, vendor problems will not be addressed during market hours.
- E. If a vendor has a complaint or a grievance which they feel the Market Manager has not sufficiently addressed, he/she may appeal in writing to the Executive Director.

## **VIII. GOVERNANCE**

- A. The Urban Harvest Board of Directors governs the markets and has final authority in regard to all matters relating to the markets.
- B. The UHFM Committee approves vendor applications, considers and proposes changes to the market rules, and acts in an advisory role to the Market Manager. The UHFM Committee is comprised of two Urban Harvest Board members, three vendor representatives, two members of the public, the UHFM at Eastside Market Manager and the Executive Director as established by the Board of Directors of Urban Harvest in conformance with State and local regulatory requirements for Farmers Markets.

- C. The Market Manager will hold an annual meeting for all participating vendors to discuss market performance, enforcement of market rules, and/or to facilitate election of new vendor representatives.
- D. Vendor representatives will have two year terms, with no more than three terms. Vendor representatives must be the business owner, and not an employee. The vendor representatives are delegates for three categories: 1) Value-Added, 2) Conventional Growing Methods, and 3) Sustainable, Naturally Grown and/or Organic Growing Methods. Category assignments for UHFM vendors are based on annual sales volume per category. Categories are dependent on majority of sales. For example, if a vendor makes \$100,000 a year in sales and \$80,000 is value added and \$20,000 is in conventional vegetables, then that vendor would fall under the Value-Added category..
- E. UHFM Management Teams approve vendor applications, consider and propose changes to market rules, and act as an advisory role to the Market Managers. Each Management Team will be comprised of a Market Manager, the Chair of the UHFM Market Committee, and Urban Harvest's Executive Director. Vendor representatives are not required but may be established in a manner as in VIII.D above.

## **IX. AMENDMENTS**

The market rules may only be amended with the approval of the Urban Harvest Board of Directors. The UHFM Committee/Management Team may update market procedures and criteria at any committee meeting.

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