



## Rice 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.

RUFM 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.

### 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 RUFM 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 Market Advisory Committee. 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 to [Texas Cottage Food Law](#) 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. Foods should be locally sourced with at least 51percent of every product's ingredients coming from local sources in order to be included in the Market. Variances may be given for some categories of products, e.g., bread, which have a majority of ingredients impossible to source locally.

**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 the primary ingredient is, and will continue to be, sourced through local producers and growers year-round. 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).

**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.

### **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 labeled 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, labels identifying food as produced conventionally, sustainably or using certified organic methods must also be displayed. Vendors may have more than one sign. Consumers should clearly understand what they are buying, where it comes from, and how it was produced.

### **Attendance**

All VENDORS will be assumed to attend every Farmer's Market unless the market manager is informed at least seven days before the market they cannot attend.

- In case of emergency, a VENDOR can notify the market manager at least 24 hours before the missed market at no penalty to the VENDOR. Acceptable emergencies include:
  - i. Medical emergency
  - ii. Extreme weather that inhibits the VENDOR from travelling to the market
  - iii. Any other exceptions will be granted on a case-by-case basis as determined by the Market staff.

VENDORS who are absent for three consecutive markets without seven days' advance notice will be subject to the following:

- The VENDOR will forfeit their allotted market spot for 60 days at which time the VENDOR must reapply for market membership. Re-entry is not guaranteed.

SEASONAL VENDORS will work with the market manager, with approval by the Market Advisory Board, regarding a specific date range for expected attendance. Date range will be determined by expected production season.

- Within the expected attendance dates, the same attendance expectations still apply and are applicable to SEASONAL VENDORS.

### **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' x 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.

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 weights will not be allowed to sell that day. Vendors may arrange to borrow tent weights from the Market Manager 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 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 Rice Campus in the South Stadium Lot off University 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 Manager is still required.

### **Smoking**

Smoking is not permitted by vendors in the Market area.

## **Electricity and Water**

Vendors must advise the Market Manager 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 Manager 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 Manager and/or the Advisory Committee 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 Manager and/or the Advisory Committee. Vendors who feel that their concerns or grievances have not been adequately addressed by the Market Manager 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 Contacts**

**Market Manager**

Susann Glenn

Email: [smglenn@rice.edu](mailto:smglenn@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):**

Lisa Seger, Blue Heron Farm

I have read and understand the RUFM rules and agree to abide by them.

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Signature

Date

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Name Printed

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Farm or Business name & address

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