

Wolf Ranch Farmers Market  
1015 W University Avenue  
Georgetown, TX 78628

Mailing Address: 10211 Sam Neil  
Salado TX 76571

Market Hours: Every Saturday from 9am to 1pm

Owners: John & Yen Selking - Two Happy Children Farm  
Stormy Stouder - StouderHouse  
Advisory Board: Jim Richardson, Agricultural Advisor  
Scott Mann, Community Advisor  
Chef Coordinator: Stacy Dill  
Market Managers: David & Marlena McConnell

### **General Rules**

All applications to sell at the market will be reviewed by the owners of the market. If the applicant is accepted into the market, all fees will be required before the vendor will be allowed to sell at the market.

The annual membership fee for this market is \$150. The weekly stall fee is \$40, due upon arrival at market each week. The seasonal vendor weekly fee is \$50.

The market will be open every Saturday from 9am to 1pm. If Christmas falls on a Saturday, the market will be closed. The market may also close for very severe weather conditions, in which case an attempt to notify each vendor will be made. No stall fee refunds will be given for lack of business due to weather.

Vendors are expected to participate in a minimum of 36 market days each year. Exceptions may be made for seasonal vendors. If a vendor will be absent, s/he must send notification via Facebook or email by 6pm on the THURSDAY prior to market day. If no notice is received, the vendor must pay the stall fee for the missed market before vending again. Multiple absences with notice or one absence without notice may be grounds for dismissal from the market.

For each stall fee paid by a vendor, that vendor is entitled erect one 10' x 10' straight-legged canopy. The vendor must restrict his/her display to the 10' x 10' space under his/her canopy. If a vendor wishes to set up multiple canopies, s/he must obtain permission from the market owners. Each canopy erected requires a separate stall fee.

All vendors must be ready to sell by 9am and must leave stalls erected until 1pm. Occasional surprise stall fee discounts will be awarded for those ready to sell by 8:30. No vehicles are allowed into the market area after 8:30am. Later arrivals must park well away from the market and carry their display to their assigned stall area.

Vendors may not put up a tent without a minimum 29 pound weight (a double cinder block) on each leg of the tent regardless of the weather conditions. If both of the back legs are securely attached to a vehicle, then the weights will only be required for the front legs of the tent. The weights must not dangle. Each weight must be strapped securely to the tent legs. Each vendor should secure his tent to neighboring tents for added stability. DO NOT attempt to set up or take down your tent alone on a windy day. Everyone is expected to work together for the good of all and help take down tents in a safe manner, preferably with one person on each leg.

Vendors will be asked to participate in the Wolf Ranch Farmers Market Facebook advertising by announcing their weekly selection of goods on the Thursday before each market day.

**\*\* Vendors must grow or produce all their products and maintain high quality year round.**

**NO RESELLING WILL BE PERMITTED.** Prepared food vendors are encouraged to use other vendors' goods in the production of their products. All prepared food vendors must use a licensed commercial kitchen to prepare their products and must provide the market with copies of all required permits. Farmers may not claim their products are organic unless they are certified to do so and can provide proof.

As this is a farmers market in which it is expected customers will get to know more than one local farmer, NO CSA pickups will be allowed at the market.

### Inspections and Enforcement Procedures

**Vendors must be prepared for inspections immediately after market each Saturday.**

If a vendor offers a product for sale at the market and it is determined that the vendor did not produce the product but instead purchased or acquired it outright and was attempting to resell it, the vendor's membership will be terminated immediately.

Vendors are urged to initiate a complaint to the market manager when they witness an infraction of market rules. The market manager will conduct an initial investigation of any complaint. The investigation will include an attempt to obtain detailed information from the complainant, the alleged violator and other witnesses before a determination is made that a violation occurred. The identity of the complainant will not be revealed by the market.

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Each vendor is responsible for obtaining and displaying all applicable permits. Every vendor must comply with the laws of the State of Texas as well as city and county laws. Any vendor collecting sales tax must have a sales tax certificate on display at all times.

The market should be kept clean at all times. Any vendor producing trash must provide a neat trash receptacle. Vendors are encouraged to keep a bottle of hand sanitizer available for customers. Every vendor or agent should dress neatly and practice clean personal hygiene. Every vendor or agent should be courteous, professional, and knowledgeable about the products in his/her booth. The market is a tobacco free zone. Vendor pets are not allowed.

**All vendors and their agents must read and sign the General Rules. All vendors and their agents must submit a notarized original of the Waiver of Liability and Hold Harmless Agreement.**

\_\_\_\_\_  
Name of business

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner signature

\_\_\_\_\_  
Owner printed name

\_\_\_\_\_  
Agent signature

\_\_\_\_\_  
Agent printed name

# Wolf Ranch Farmers Market

## Vendor Application

Business name: \_\_\_\_\_

Owner name: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ Phone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

Farm/Kitchen address: \_\_\_\_\_

Website address: \_\_\_\_\_

List below all the items you wish to sell at the market:

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Do you grow or produce all of the above listed items? Yes / No

Can you commit to having product to sell for at least 36 weeks of the year? Yes / No

When do you plan to sell at Wolf Ranch Farmers Market? \_\_\_\_\_

**Required: Please attach copies of all applicable permits for your business.**

**\*\*\*It is the responsibility of the vendor to obtain and provide copies of all licenses and permits required by law for the sale of the vendor's products.\*\*\***

If your application is approved, you and your agents must submit a signed copy of the General Rules, a notarized Waiver of Liability and Hold Harmless Agreement, and the annual membership fee of \$150 before you may sell at market. The market manager will direct you to your stall upon arrival at market.

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the Wolf Ranch Farmers Market, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the owners of the Wolf Ranch Farmers Market, the Wolf Ranch Town Center, Simon Properties, or any of the aforementioned parties' servants, agents, or employees (hereinafter referred to as RELEASEES). The aforementioned RELEASEES will be free from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the market, or while in, on or upon the premises where the market is being conducted.

2. I hereby elect to voluntarily participate in said market, and to enter the above-named premises and engage in such activity knowing that certain risk of harm are or may be inherent in the various activities contemplated herein and that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.

4. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Texas.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the Release For full, adequate, and complete consideration fully intending to be bound by same.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public