

1. The East Texas Meat Slingers Farmers Market will be open to growers who reside and grow produce within a seventy-five (75) mile radius of the City of Atlanta, TX. All growers/vendors shall agree to comply with the rules and regulations of the Market.

QUALIFICATIONS

2. Each grower/vendor shall complete an annual application form provided by the Market.
3. Effective July 7, 2025 a Grower is: a vendor that grows produce which shall constitute 75% of the items offered for sale.
4. All vendors not covered by the above description will be considered vendors, i.e., baked goods, canned items, etc. All canned/food items must be homemade/handmade by the vendor and follow the applicable Texas Cottage Food laws. Garage sale items are prohibited.
5. Each grower will agree to random inspections as deemed necessary by an employee of East Texas Meat Slingers.

GENERAL REGULATIONS

6. ABSOLUTELY NO BROKERS (“PEDDLERS”) WILL BE PERMITTED TO SELL AT THE MARKET.
7. IF WE DON’T GROW IT, WE DON’T SELL IT. All produce sold at the Market must be grown by an approved grower. However, an approved grower may be represented at the Market by a family member. Family members will be defined as spouse, mother, father, son, daughter, brothers and sisters.
8. Growers/vendors may sell for other approved growers/vendors three (3) times in any one season. In the event of extenuating circumstances, the grower/vendor may request a waiver from the ETMS.
9. Items allowed: asparagus, corn, carrots, lettuce, squash, pears, beans, plums, tomatoes, okra, beets, cucumbers, onions, blackberries, pumpkins, broccoli, eggplant, peas, blueberries, strawberries, brussels sprouts, greens, peppers, cantaloupes, watermelon, cabbage, herbs, potatoes, peaches, freeze dried vegetables, freeze dried fruits, freeze dried candy, tallow skin products, baked goods, eggs, honey, soaps, jams, jellies.
10. Items not allowed: garage sale or flea market items, commercially or mass-produced items, crafts such as trinkets or non-food crafts, meats, poultry, alcoholic beverages, THC or CBD products, Homemade foods that do not meet Texas Cottage Food Law (or equivalent), hot foods (unless a temporary food license is obtained.)
11. Produce vendors will have priority in space placement over all other vendors.
12. A space shall be 10 feet wide, along each side of a center aisle for a customer walkway. Growers/vendors must allow walkways between tables for the consideration of the customers. No part of the vendor’s display (tables, produce, products, etc.) may extend beyond the marked front line of the vendor space.
13. All sales must be conducted within the assigned vendor space. Solicitation of customers from other growers/vendors is prohibited.
14. Spaces will be limited to one per grower, unless all spaces are not occupied, in which case a vendor may rent an additional space (or spaces); however, only one space may be reserved.
15. No lighted signs will be allowed at growers/vendors spaces. Maximum size of signs will be 24 inches by 36 inches.
16. Growers will be required to have available for the benefit of customers, scales capable of weighing up to ten pounds. However, scales will be for estimating purposes only and produce may be sold by container at the option of the grower.
17. Vendors must remove all trash, boxes, and unsold items at the end of the market day. Do not dump unsold produce on-site. Use the designated dumpster behind ETMS.
18. Vendors offering food samples must comply with Texas DSHS sampling requirements, including the use of gloves, covered containers, toothpicks or individual sample cups, and hand sanitation supplies at their booth.

19. Vendors are responsible for their own liability coverage. The Farmers Market, East Texas Meat Slingers and the city of Atlanta, TX are not responsible for loss, theft, injury, or damage. A signed copy of the application will serve as a liability waiver and will be maintained by the grower/vendor and the Market Manager.
20. All grower/vendors must comply with Texas Department of Health and Human Services Farmers Market Vendor Guide.
21. All growers/vendors and customers will be treated in a neighborly way, with respect and kindness.

FOOD SAFETY & LEGAL REQUIREMENTS

All growers and vendors must comply with relevant Texas food laws, including the **Texas Cottage Food Law** and **Department of State Health Services (DSHS)** rules. The Market reserves the right to request permits or inspect products for compliance at any time.

A. Cottage Food Law – Summary & Allowed Items

Vendors selling non-refrigerated, low-risk foods may qualify under the **Texas Cottage Food Law**, which allows products to be made in a home kitchen without a commercial food license. Vendors operating under this law **must follow all labeling and sales restrictions** as outlined below.

Approved Cottage Food Items Include (but are not limited to):

- Baked goods (without cream, custard, or meat fillings)
- Jams, jellies, fruit preserves
- Pickles (with proper pH testing)
- Dry herbs, seasoning mixes, teas
- Candy, popcorn, trail mix, roasted nuts
- Uncut fresh produce
- Honey (from the vendor's own hives)
- Coffee beans (roasted, whole, or ground)

NOTE: Perishable or temperature-controlled items (e.g., cheesecake, cream pies, refrigerated salsas, meat pies) are **not allowed under Cottage Food Law**.

All Cottage Food items must be labeled with:

1. Name and physical address of the producer
2. Common or descriptive name of the product
3. Ingredients in descending order by weight
4. Allergen information (e.g., contains: milk, eggs, wheat, peanuts)
5. Required disclaimer:

“This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department.”

Labels must be attached to packaging and legible. Handwritten labels are acceptable.

C. Items Requiring Permits or Inspection

Products not covered under the Cottage Food Law must meet Texas DSHS or USDA guidelines and require proper documentation prior to sale.

Item	Permit/Requirement	Notes
Eggs	Texas Egg Law Compliance	Must be labeled “ungraded,” stored at $\leq 45^{\circ}\text{F}$, and sold in clean cartons
Dairy (Raw or Pasteurized)	Raw Milk Permit or Dairy License	Raw milk must be sold directly to consumer per state law
Canned Vegetables, Salsas, etc.	Commercial License + Acidified Food Approval	Not allowed under Cottage Food Law
Hot Foods (e.g., tacos, soups)	Temporary Food Establishment Permit	Vendor must provide handwashing station and comply with food service rules

D. Required Documentation

All vendors **must submit copies** of applicable permits, licenses, and inspection records to the Market Manager **prior to their first market day**. Products without appropriate documentation may not be sold.

MARKETING/IMAGE

1. Any approved grower/vendor may take out ads utilizing the “East Texas Farmers Market” logo to advertise their product. The only stipulation is that the logo will be smaller, so it is clear the market is not advertising or endorsing any single grower.
2. Growers/vendors will be responsible and expected to satisfy any customer complaints regarding their products by either replacement or refund.
3. All canned/crafts, handmade/homemade goods, produce, etc., is to be clean and displayed in an attractive and inviting manner.
4. Each grower/vendor will be responsible for maintaining a clean space and will leave their space clean on departure each Market Day. No produce shall be left on the premises or in trash barrels. Trash can be thrown in the dumpster behind ETMS.

Bad Weather Policy

This policy applies to severe weather events that may pose a risk to safety or significantly impact operations, including but not limited to: Thunderstorms (especially those with lightning), High winds (sustained winds over 25 mph or gusts over 35 mph), Tornado warnings, Heavy rain with flooding potential, Ice or snow accumulation, Extreme heat (heat index above 105°F)

Market management will monitor local weather forecasts and advisories from the National Weather Service.

- A decision to cancel or delay will be made no later than 7:30 AM on market day.
- In fast-developing situations, management may cancel the market up to 1 hour before start time or during the market if conditions become unsafe.
- Vendors will be notified by text and/or email immediately after a decision is made.
- A public announcement will be posted on our Facebook page, Instagram, and website.
- We encourage vendors and customers to check these platforms before leaving home.

- Vendors are responsible for securing tents, signs, and products against wind and rain. If weather deteriorates during the event, vendors should follow all instructions from market staff promptly.
- If a market day is canceled due to weather, we will evaluate whether a make-up day is possible and communicate details as soon as available.

ATTENDANCE EXPECTATIONS

To ensure efficient space planning and market operations, the following attendance policies apply:

- The Market year will begin January 1st and end December 31st. The regular day and time schedule for the Market will be the first and third Friday of the month during business hours of 9am – 1pm or until produce is sold out.
- In order to manage vendor spaces, growers/vendors are required to call the Market cell phone or text by 8:00 p.m. the day before the Market, if they are going to be late or absent for that day. Failure to call will allow the Market Manager to assign their space to another vendor.
- Notification must be by call or text to the Market phone: **Kathryn East 903-278-3194**.
- Failure to notify will result in the following consequences:
 - First no-show: Verbal reminder and written warning. Fees will be forfeited.
 - Second no-show: Loss of reserved space for the remainder of the season. Fees will be forfeited.
 - Third no-show: Possible suspension for the remainder of the market year and forfeiture of any fees paid.
- Vendors must check in by **8:30 a.m.** to be considered for available space.
- Vendors arriving after **8:30 a.m.** may be turned away or required to accept any remaining space, if available. Reserved booth spaces are not guaranteed after this time and may be reassigned at the discretion of the Market Manager to maintain setup and flow.

VENDOR FEES & PAYMENT POLICY

To support market operations, the following fee structure and payment policies apply:

- **Vendors** must pay in full **before their first market day**.
- Payment may be made via cash or other methods approved by the Market Manager.
- If the entire market day is canceled by ETMS due to weather or emergency, day vendors may request either:
 - A **credit toward a future date**, or a **refund**, if requested within **7 days** of cancellation.
- Repeated payment issues may result in loss of selling privileges at the Market.

VII. MANAGEMENT

A signed copy of the application will serve as an agreement to the Rules and Regulations of the Market and will be maintained by the grower/vendor and the Market Manager.

VIOLATION OF REGULATIONS

1. The first violation of these regulations will result in a verbal and written warning.
2. The second violation will result in suspension from selling at the Market for the remainder of the season.
3. Growers/vendors have the right to appeal to the Oversight Committee in writing.

THE MARKET MANAGER RESERVES THE RIGHT TO AMEND THE ABOVE RULES AND REGULATIONS AT ANY TIME.