

Country Chick Friday Hangout

Rules, Requirements, and Procedures

Time: Fridays from 3 p.m. to 7 p.m.

Location: Country Chick Farms, 2467 Highway 304, Smithville, TX 78957,
South Entrance (at the Big Black Barn)

Contact: Laurie Rector McCowan, Manager; Erik McCowan, Assistant Manager

Phone: 512.798.3398 **Email:** eggs@countrychickfarms.com

FB/Instagram: @countrychickfarms

The following rules, requirements, and procedures of the Country Chick Friday Hangout market are to make known the legal requirements and to provide a safe and harmonious environment for all of those attending.

ABOUT

Country Chick Friday Hangout is on the grounds of a working egg farm. All applying vendors, please understand that this is private property and respect it as you would your own. **We have a zero tolerance pet policy.** We do not accept political, spiritual, or racy products at our pop-up markets.

We are a producer's only market, which means that all products brought to market are grown, made, baked, or prepared personally by the vendor--no wholesaling or reselling is allowed, nor is dumping (selling for substantially less than market averages) or price gouging.

If you are interested in being a vendor at the Country Chick Friday Hangout, please read the following carefully before proceeding with your application. **Due to our small staff size, we will not respond to emails/texts/phone calls about questions that are already covered in the application or in the rules.**

ALL Vendors will need to present copies of insurance and all applicable licenses, including sales tax, food handler's permit, etc., whatever is required by law for your business to operate, before being accepted as a vendor.

Once accepted, please email a clear pdf/jpg of your logo and booth photo (preferably with tent shown) & of all products you plan to sell (ok if multiple products are in the same photo) to:
eggs@countrychickfarms.com

SAFETY FIRST

The following rules are vital to ensure the bodily safety of vendors and customers. Arguing or refusing to comply with market personnel (or those appointed to help) are grounds for permanent or temporary suspension from the market and/or a \$100 fine.

1. All vehicles must be in place by 2:45 p.m. and must not drive back through the market until 7:10 p.m. Drive through the market no faster than 5 mph!
2. If the management asks for you to take down or take off a corner of your tent due to potentially high or high winds, you must do so immediately regardless of what you are doing. Please put on weights before raising your tent and keep the weights on until it is brought down. On windy days, ask your neighbor or market management for help if you need it to keep your tent from blowing away.

ADDITIONAL RULES & REQUIREMENTS

1. All vendors and their agents must read the rules, and sign and submit the Testimony and Hold Harmless Agreement along with the vendor application.
2. **All vendors are required to submit proof of insurance with their application.** CampbellRiskManagement.com offers low cost insurance for markets. \$1million per occurrence general liability policy is required. **Once approved**, on your insurance list **Country Chick Farms LLC and Erik McCowan** as certificate holders, both at **2467 Highway 304, Smithville, TX 78957** (there is a box for this on the form; YOU DO NOT NEED 2 SEPARATE CERTIFICATES). Call 512.798.3398 if you have a question (text for quickest response). **Insurance certificates must be submitted prior to your first market date.**
3. Be fully set up and ready to sell by 3 p.m. with licenses displayed. Vendors are required to stay until the end of the market (7 p.m. generally) and may break down their tent before 7, but not their table. Gates will open for vendor set up at 1:45 p.m. Gates will open to the public at 2:50 p.m.
4. Parking will be behind your booth for easy loading/unloading and to allow customers plenty of parking.
5. Notify the market via email (eggs@countrychickfarms.com) or phone (512.798.3398) no later than 12 noon Wednesday if you are not coming to the market after being scheduled. Call/text Friday morning if anything comes up or you are going to be late. If you do not get a response, please be patient; we will get back to you as soon as we are able. No response, no call or no show = pay full booth fee plus \$15. You are responsible for checking the weather; if there is any chance you won't be coming, you need to let us know by noon Wednesday. You can always change your mind and come with no penalty. We can fit you in at the last minute much easier than taking you out at the last minute.
6. Everything sold at the market must be approved and samples submitted when requested. Agricultural products sold must be of merchantable quality and are subject to reasonable inspection at the market and the farm. Reselling of any products is not preferred and must be approved by the market manager.
7. **Vendors must have all licenses legally required to sell their products in Bastrop County in their possession at the market, and a copy must be submitted with their application. Vendors are responsible for knowing/obtaining applicable licenses.**
8. **All food vendors must comply with Bastrop County Health Department rules and are responsible for knowing and following these rules. If operating under the Texas Cottage Food Law, you are responsible for knowing and following all rules and regulations; no one may sell your products other than you. We may be inspected without notice.**
9. **Leave no trace.** Vendors who produce trash (i.e. from samples) must provide neat, visible trash receptacles in front of their space. Our trash receptacles are for public use only. Maintain a clean area at all times. Please pick up any trash you see during and after the market. You may use market receptacles for any trash you pick up that is not your own.
10. **Vendors may not bring pets or any other live animals to the market.**
11. Vendors are entitled to 10 feet of outdoor frontage space to be assigned by the Market Management. Vendors need to supply their own chairs, tables, displays, signs, supplies, etc., including tent.
12. Vendors are not required to have a tent (10 x 10), but if they do, they **MUST** have weights securely tied onto each leg weighing no less than 30# each. If they are set up in front of their vehicle, they may use the vehicle to tie onto in the back but must have front weights. The weights must be tied in such a manner that if the wind raises the tent, the weights won't swing, but stay right next to the leg of the tent. Keep in mind, old bungees can break and the tent can blow away causing serious bodily harm or property damage. **Vendors are responsible for informing anyone who works for them of the rules, and those workers need to sign the testimony/hold harmless that is at the bottom of the application.**
13. **If your tent blows away you are responsible for any damages. If you cause any harm to another person or property at the market, you are responsible for any damages.**
14. Vendors are required to be courteous, honest, professional and presentable. Disrupting the harmony of the market is grounds for suspension.
15. Voice any complaints to the management, not to your neighbors.

FEES

1. There is a one time application fee of **\$20** if accepted at the market.
2. The weekly fee is \$10 per outdoor 10x10 booth space. Have your cash or check ready when you arrive at the market. The fees for the month are due the first Friday (that you attend) of each month via **CHECK OR CASH ONLY; checks payable to Country Chick Farms**. If checks for each week are submitted, they will be cashed after each attendance. If there is a cancellation by noon Wednesday before the market, the check will not be cashed, but used for a future week or refunded. If you paid cash, you will have a credit towards your next market. **There is a \$30 returned check fee for each occurrence.**
3. If the vendor is scheduled to come and cancels after 5pm Wednesday for any reason other than a true emergency, the vendor is responsible for his full fee for that Friday's market.
4. The fee for insufficient weights on a tent is \$25 for the first infraction, \$50 thereafter, and the tent must be taken down or weights found immediately. If you choose to leave the market as a result, you forfeit your fee for the day. Insufficient weights can be extremely dangerous if the wind comes up and it HAS HAPPENED AND CAN HAPPEN unexpectedly.

ADDITIONAL INFORMATION

Country Chick Friday Hangout Management has the right to amend any and all rules without notice. Country Chick Farms LLC, Country Chick Friday Hangout event Management and the property owner reserve the right to refuse service to anyone for any reason.

Our mission is to offer a space for Local Farmers, Bakers, and Makers to sell their own art, homemade goods, and produce directly to the community.

Foods that do not contain any artificial ingredients including colors, flavorings, and fragrances are preferred. We prefer locally sourced, chemical-free ingredients when available.

There are exceptions, of course.

What is NOT allowed:

1. Anything you did not have a direct hand in making.
2. Anything you are selling on consignment or purchased wholesale.
3. Anything offensive to community taste standards.
4. Anything not meeting the standards of the Country Chick Friday Hangout.
5. Anything designed by vendors but made outside of the area.
6. Anything commercially produced, assembled from commercially available parts, plans, kits or cast from commercial molds.

This pop-up market is subject to close due to extreme weather or other extenuating circumstances. As much notice will be given as possible in the case of emergency closures. The market will be closed if Christmas Day, New Year's Eve, or New Year's Day falls on a Friday.

AGAIN,

- Live animals are not allowed to be brought onto the property.
- Vendors are responsible for compliance with all requirements of the State of Texas and Bastrop County.

THANK YOU!!



Vendor Application and Agreement

YOUR NAME: _____

NAME OF BUSINESS/ENTITY APPLYING FOR MARKET:

PHYSICAL ADDRESS: _____

MAILING ADDRESS: (if different from physical) _____

PHONE NUMBER: _____

EMAIL: _____

WEBSITE: _____

EMERGENCY CONTACT NAME: _____

RELATIONSHIP: _____

PHONE: _____

IF YOU USE SOCIAL MEDIA, PROVIDE HANDLES FOR EACH PLATFORM:

FACBOOK: _____

INSTAGRAM: _____

APPLICATION MUST INCLUDE COPIES OF ALL RELEVANT PERMITS AND CERTIFICATIONS:

(permit check list)

- Certifications/Licenses for Food Handlers (where applicable)
- Certifications/Licenses for Agricultural Products (where applicable)
- Proof of Insurance (once approved, Certificates due prior to first market; see rules)
- Copy of Sales Tax and/or other Business Certifications/Licenses required for operation in the State of Texas and Bastrop County

BY INITIALING THE LINE BELOW, I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED, THOROUGHLY READ, UNDERSTAND, AND AGREE TO ALL RULES AND REGULATIONS AS SET FORTH BY COUNTRY CHICK FARMS LLC FOR THE COUNTRY CHICK FRIDAY HANGOUT POP-UP EVENTS.

Initials of Vendor and all who work at the market for Vendor: _____

Submitting this application does not guarantee admittance into the Country Chick Friday Hangout.

By signing the line below, I hereby certify that all the information contained in this application is correct and true. I have read and will abide by the Country Chick Farms LLC's Country Chick Friday Hangout rules and procedures. False or misleading information will result in automatic dismissal from the Country Chick Friday Hangout.

Applicant Name(s): _____
(Please print)

Applicant Signature(s): _____

Date: _____



Indemnity and Hold Harmless Agreement

I, _____,
(printed name of vendor and all who work at market for said vendor) (hereinafter called "Vendor") in consideration of being provided selling space at the Country Chick Friday Hangout, agree to the following terms and conditions: 1. Vendor shall indemnify, defend and hold harmless Country Chick Farms LLC, Erik McCowan, and the Country Chick Friday Hangout event agents, servants, employees, and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit arising from or in any manner connected to the willful misconduct or negligent acts, errors, or omissions of Vendor, its agents and employees in connection with Vendor's participation in the Country Chick Friday Hangout and in the performance of services, work or activities under this Agreement and the Country Chick Friday Hangout Vendor Rules. 2. Vendor acknowledges receipt of and agrees to comply with each and every rule, regulation, procedure, term and condition set forth in the Country Chick Friday Hangout Vendor Rules as presented on the Country Chick Friday Hangout page of the website, countrychickfarms.com. In witness in whereof, this Agreement is executed this

_____ day of _____, 20_____.

Signature of Vendor and all who work at the market for Vendor: _____

