

ZILKER FARMERS MARKET MARKET POLICY MANUAL

*A program of Zilker Community Market, Inc.
a Texas nonprofit corporation*

Version 2
September 10, 2026

About this document

This manual is the operating rulebook for the Zilker Farmers Market. It is written for five audiences:

- **Vendors**, who need to know what is expected of them before they apply and after they are accepted.
- **Volunteers and market-day staff**, who need to know what they may enforce and how.
- **Board members**, who need a record of what the Nonprofit has actually committed to.
- **Partner/interested organizations** — AISD, the Zilker Elementary PTA, the Zilker Neighborhood Association, other educational and neighborhood organizations, funders, and food-access partners — who need to see that the market is run to a standard.
- **Members of the public**, who want to understand how the market operates and what is expected of them as attendees.

It is subordinate to the Nonprofit's governing documents. Where this manual conflicts with the Certificate of Formation, the Bylaws, or the Board Policies (Conflict of Interest, Document Retention, Whistleblower, Compensation, Anti-Harassment & Nondiscrimination, Public Disclosure, Expense Reimbursement, and Distributions to Related Organizations), those documents govern and this manual is deemed amended to conform. Where it conflicts with any federal, state, or local law, those govern.

1. Purpose

This manual states the policies and procedures governing the Zilker Farmers Market (the "Market"), a program (and assumed name) of Zilker Community Market, Inc. (the "Nonprofit"). It defines who may participate in the Market and in what capacity, and sets out the rules that participants agree to follow.

It applies to vendors, community partners, performers, volunteers, market-day staff, and directors and officers acting in a market capacity. Acceptance as a vendor or community partner is conditioned on agreement to this manual, as evidenced by executing the Market's Vendor Participation Agreement or Community Partner Participation Agreement.

The Board reviews this manual at least annually and may amend it at any time. Vendors will receive written notice of amendments at least twenty one (21) days before they take effect, except where a shorter period is required by law, by Austin Independent School District ("AISD", the market location's property owner) or by a public health authority.

2. About Zilker Farmers Market

2.1 The Nonprofit

Zilker Community Market, Inc. is a Texas nonprofit corporation. It is governed by a board of seven directors. It has applied for or will apply for recognition of exemption from federal income tax under Section 501(c)(3) of the Internal Revenue Code. Contributions are deductible only if and when recognition is granted, in which case recognition is expected to apply retroactively to the date of formation.

The Nonprofit is organized and operated for charitable and educational purposes. Those purposes are: expanding access to fresh, healthy, locally produced food for residents of the Zilker neighborhood and surrounding areas of Austin, including residents of limited means; providing public education about nutrition, seasonal eating, sustainable agriculture, and local food systems; and supporting public schools, public parks, and other charitable organizations in the Zilker neighborhood.

The Market is the principal means by which the Nonprofit carries out those purposes. It is a mechanism, not an end in itself. Benefits that flow to individual vendors from participating in the Market are incidental to, and a necessary byproduct of, the Nonprofit's charitable work; they are not a purpose of the Nonprofit and the Board does not treat them as one.

Net revenues of the Market, after operating costs and reserves, are directed to the Zilker Elementary PTA and to other eligible charities and governmental units for public purposes the Board approves.

2.2 What kind of market this is

The Market is a community-focused neighborhood market. It is intentionally modest in scale (keeping it in scale with the neighborhood and with the school site) and is anchored by fresh agricultural products. Prepared foods, baked goods, beverages, educational activities, kids activities, food access opportunities, and live music round out the experience, but produce is the point: a farmers market without strong produce does not draw the recurring crowds that sustain everything else.

3. Market operations

3.1 Location

The Market is held at Zilker Elementary School, 1900 Bluebonnet Lane, Austin, Texas 78704, in the front yard area comprising the teacher parking lot, the adjacent shaded area, and the grassy areas fronting Bluebonnet Lane. The site is the property of AISD and is used under the Nonprofit's facility use agreements with AISD.

Because the Market operates on public school district property, AISD policies apply to everyone on site during market hours, including vendors, volunteers, and shoppers. Where an AISD policy is stricter than a rule in this manual, the AISD policy controls. Section 6.5.1 lists the campus rules that most often surprise vendors who have worked other Austin markets.

3.2 Monthly schedule

The Market operates from 10:00 a.m. to 2:00 p.m., monthly, on the second Sunday of each month, unless rescheduled. The Board may change the cadence (and exceptionally adjust dates) based on attendance, vendor participation, neighbor feedback, AISD's schedule, and volunteer capacity.

3.3 Market day schedule

The schedule will be adjusted based on feedback from all involved parties.

Time	Activity
8:30 a.m.	Market crew on site; layout and signage set
8:45 – 9:45 a.m.	Vendor arrival and setup (bathroom opens 9am)
9:00 a.m.	AISD opens bathrooms
9:45 a.m.	All stalls fully set; vehicles moved to vendor parking
10:00 a.m. – 2:00 p.m.	Market open
2:00 – 3:00 p.m.	Breakdown; site cleared and restored by 3:00 p.m.
2:30 – 3:00 p.m.	AISD closes bathrooms for cleaning (and for the day)
3:30 p.m.	Market crew has departed

3.4 Weather and cancellation

The Market operates rain or shine. The Market Manager may close or shorten a market for conditions that present a safety risk, including lightning, high wind, extreme heat, flooding, or unsafe ground conditions on the school grounds.

A decision to cancel will be communicated to vendors by email and text as early as is practicable and to the public through the Market's website and social media channels at the same time. If the Nonprofit cancels a market, stall fees paid for that market are credited to the vendor's next market. If a vendor cancels, Section 5.5 governs. For reference, the Market would need to notify AISD 48 hours in advance of market hours to avoid incurring costs related to the facility rental.

While we don't anticipate this ever being an issue, because the site is school property, the Nonprofit may be required to cancel on short notice for reasons outside its control, including school district closures, facility conflicts (AISD states "Principals will give at least one week's notice if a previously approved facility use agreement must be cancelled or postponed due to an unexpected conflict with a school-sponsored activity."), and emergency use of the campus. The Nonprofit will give as much notice as it can and will credit stall fees, but cannot compensate vendors for lost sales or inventory.

3.5 Personnel

The **Vendor Coordinator** is the primary point of contact and decision maker **in between market days**. The **Market Manager** is the primary point of contact and decision maker **on market days**. Each is supported by a crew of keen volunteers. See also: Section 7.1 "Who makes decisions".

4. Vendor categories and product descriptions

A vendor is a market participant who submits an application, pays any relevant application fee, is approved by the Nonprofit, and sells products at the Market. The Market recognizes two participant types — vendors (described in this section) and community partners (described in Section 6.4).

Vendors are divided into agricultural producers, value-added food producers, and other producers.

The Market is producer-only and Texas-only: vendors may sell only what they grow, raise, forage, catch, or make themselves in Texas. This is the rule that makes “farmers market” mean something to shoppers. Buying finished goods from a third party and reselling them at the Market is prohibited and is grounds for immediate removal. Agricultural products must be grown or raised in Texas. Value-added products must be made in Texas by the vendor; where an ingredient is not commercially available from a Texas source (green coffee, cacao, and most spices, for example), it may be brought in from outside Texas, and its origin must be identified on the vendor's signage.

Exceptions:

- Co-tabling as defined in Section 4.5.
- Community Partners (these are not considered vendors) are subject to different requirements described in Section 6.4.
- In exceptional circumstances — including agricultural products not readily available from Central Texas producers, such as seafood — the Vendor Coordinator may approve an alternative arrangement with a vendor, in writing and in advance. Vendor signage must clearly describe any approved deviation.

4.1 Determining a vendor's category

A vendor's category is determined by the product type that accounts for the **majority of its sales in dollars**, as declared on its application.

For the avoidance of doubt:

- Agricultural producers may also sell value-added food and other products...
- Value-added food producers may also sell agricultural and other products...
- Other producers may also sell agricultural and value-added food products...

... that they produce in Texas so long as they comprise less than half of their sales.

4.2 Agricultural producers

A vendor whose majority of sales consists of food or horticultural products that the vendor grows, raises, or wild-harvests.

- **Farmers** — growers of vegetables, fruit, herbs, mushrooms, grains, pulses, nuts, cut flowers, and nursery stock.
- **Ranchers** — producers of meat, poultry, eggs, and dairy.
- **Agrarian producers** — producers of other raw or minimally processed products grown, raised, foraged, or harvested in accordance with applicable law, including honey, seafood, and foraged foods.

At least two of the Market's vendors must at all times be farmers selling their own agricultural products as required by Article 12 of the Bylaws and by the Texas Department of Agriculture Certified Farmers Market program.

4.3 Value-added food producers

A vendor who creates a product by processing, blending, preparing, or packaging one or more food ingredients.

4.3.1 Ready-to-eat vendors

Vendors who prepare food on site or in a permitted facility for immediate consumption at the Market.

4.3.2 Prepared food vendors

Vendors who prepare packaged food in a permitted facility for consumption off site or for use as an ingredient — jams, preserves, ferments, pickles, sauces, baked goods, roasted coffee, bottled beverages, confections.

4.3.3 Cottage food vendors

Producers of foods prepared in a private home under the Texas Cottage Food Law (Texas Health and Safety Code, Chapter 437).

4.4 Other producers

Participation of other (i.e. non-food) producers is capped so that the Market remains recognizably a food market. Non-food vendors will not exceed 20% of vendor stalls approved at any market, rounded down. Some markets (especially initial markets) may have no vendors in the “other producers” category.

4.4.1 Artisans

Makers of original, handcrafted, non-edible goods — including crafts, artwork, textiles, ceramics, woodwork, personal care products, and candles — produced by the vendor.

4.4.2 Service providers

Individuals or businesses providing a service relevant to the Market's function, such as knife sharpening.

4.5 Co-tabling

Two producers may share a single stall, even when one is not present. The producer who is not present must independently meet every requirement for vendor participation and be invited by the Market.

- Each co-tabling business must be separately identified by name and location at the stall, with its products clearly distinguished from its partner's.
- One stall fee is charged for the shared stall. If the individual stall fee for the two vendors differs, the higher fee is charged. For example, if one of the vendors is an agricultural vendor and the other is not, the higher non-agricultural stall fee is charged.
- No more than two businesses may share a given stall.
- The Nonprofit does not mediate disputes between co-tabling partners. Both are jointly responsible for compliance with this manual at the shared stall.

5. Vendor applications and fees

The Market is supported by vendor fees, sponsorships, grants, and donations. Vendor fees pay for market operations — insurance, permits, site costs, signage, supplies, programming, and staffing.

5.1 How fees are set

The Board sets the stall fee schedule annually. Fees are set at prevailing rates for comparable stall space, based on published fee data from comparable markets in Austin and across Texas that the Board reviews each year. Vendors receive no bargain: a vendor pays what an unrelated party would charge for equivalent space.

Fees differ by vendor category. Agricultural producers selling their own products are charged a lower fee than value-added food producers, artisans, and other vendors, because securing farmer participation is what makes the Market capable of delivering its food-access and nutrition-education programming.

Vendor fees are not expected to cover the full cost of operating the Market. Any difference is a cost of the Nonprofit's charitable program, funded from donations, sponsorships, and grants. Space occupied by community partner tables — neighborhood nonprofits, the Zilker Elementary PTA, educational partners, and performers providing cultural programming — is likewise a program cost and is neither charged to those occupants nor recovered through vendor fees. Discounted or donated facility use supports the Nonprofit's charitable programming and does not reduce vendor fees.

5.2 2026 fee schedule

The fees below apply to the 2026 launch season. Future fees will be determined as part of the Board's evaluation of the market launch, including vendor feedback, updated cost data, and updated comparability data.

Fee	Agricultural producers	Value-added food producers	Other producers
Application fee (one time, non-refundable)	\$5	\$10	\$10
Annual vendor fee	\$0	\$0	\$0
Stall fee, per market day (10' × 10')	\$20	\$40	\$50
Stall fee, per market day (double stall)	\$30	\$75	\$95

5.3 Applications

All prospective vendors must submit an application and pay any relevant application fee through the website <https://portal.zilkermarket.org/> (the “Vendor Portal”). Vendors substantially changing what they sell must reapply or update their application in writing. Updating an existing approved application does not require payment of an additional application fee, but may require contacting the Vendor Coordinator.

Applications are reviewed on a rolling basis and applicants receive a decision, or notice they have been waitlisted, within fifteen business days. Acceptance is at the Nonprofit's discretion and is based on product mix, category balance, the Market's Texas-grown and farmer-count obligations, available space, and the completeness of the applicant's permits and insurance. The Nonprofit gives priority consideration to producers based in or near the Zilker neighborhood and to producers offering products underrepresented at the Market.

The Market's acceptance of a vendor's application makes that vendor eligible to be invited to specific market days. A market day stall is confirmed when the Vendor Coordinator invites the vendor and the vendor pays the resulting invoice, as described in Section 5.4.

Applicants are expected to read this manual before applying. Application fees are not refunded if an application is declined. Vendors may be waitlisted if a spot is not currently available and their application may be approved or denied at a later date.

5.4 Payment

Stall fees are due within seven (7) days of a vendor being invited to attend and being invoiced for a given market day. The vendor is asked to either reject the invitation or accept it by paying the invoice, signaling a vendor's commitment to attend that market day. Timely payment of the stall fee secures the vendor's space at that market day, subject to meeting the requirements outlined in this manual. The offer of a stall on a given market day may be revoked if the stall fee is not paid on time. The Vendor Coordinator may offer a more lenient stall fee due date when necessary to ensure the smooth operation of the market.

Payment must be made via the relevant link or QR code in the Vendor Portal. Payment options include debit/credit card (including Apple Pay and Google Pay options) and bank transfer. The Market does not generally accept payment by cash or check. The Vendor Coordinator may authorize alternative payment arrangements when in the best interest of the Market.

A vendor with repeated late payments might not be offered space at future markets.

5.5 Waivers, credits, and hardship

The Vendor Coordinator may waive or reduce the application fee, annual fee, or stall fee where the fee is a barrier to a vendor's participation and that vendor's participation advances the Market's purposes. Priority goes to agricultural producers and producers offering high-demand products the Market lacks.

The Vendor Coordinator may defer fees for a vendor in good standing experiencing a family or business crisis.

Stall fees are not refunded when a vendor cancels, except that a vendor who cancels at least fourteen (14) days before a market day receives a credit toward a future market. The Vendor Coordinator may waive the fourteen day period, offering a credit toward a future market for a given vendor a maximum of one time per year for extenuating circumstances. Credits toward a future market expire 12 months after the date of original fee payment.

Waivers, reductions, and deferrals are recorded in writing and reported to the Board at its next regular meeting.

6. Rules and regulations

6.1 All vendors

- 6.1.1 Vendors may sell only products they grow, raise, forage, catch, or make themselves, subject to Section 4. Reselling goods purchased from a third party is prohibited. Section 4 governs any exception and the signage required to disclose it.
- 6.1.2 All products must be grown or produced in Texas, subject to exceptions listed in Section 4.
- 6.1.3 Preference may be given to vendors based on how close to the Market's location their products are grown or produced.
- 6.1.4 Products must be produced, handled, labeled, and sold in compliance with all applicable federal, state, and local law.
- 6.1.5 Vendors are responsible for obtaining and maintaining all permits, licenses, and certifications required for what they sell. Unless the Vendor Coordinator issues a written waiver, copies must be on file with the Nonprofit before the relevant products are sold, and must be kept current.
- 6.1.6 Products sold by weight must be weighed on a scale certified, tested, and sealed by the Texas Department of Agriculture, positioned so the customer can see the display.
- 6.1.7 Vendors must carry general liability insurance of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Vendor's policy must be primary and non-contributory as to the Additional Insureds specified below and must include a waiver of subrogation in their favor. Additional insured status must be evidenced by endorsement: ISO form CG 20 26 or a blanket additional-insured-by-written-contract endorsement. Vendor's policy must not exclude product liability.

Required Additional Insureds:

Zilker Community Market, Inc. d.b.a. Zilker Farmers Market
(1905 Blue Crest Drive, Austin, Texas 78704)

Austin Independent School District
(4000 S IH-35 Frontage Road, Austin, Texas 78704)

"d.b.a. Zilker Farmers Market" is not required to be on the certificate of insurance.

A current certificate of insurance must be on file with the Nonprofit at least seven (7) days before a vendor's first market day.

Vendor must notify the Nonprofit within three (3) days if coverage lapses, is cancelled, or is

materially reduced. **A vendor without a current certificate on file will not be permitted to set up.** A vendor holding a written waiver under the Waiver provision of the Vendor Participation Agreement may set up on the terms of that waiver. Waivers may only be issued by the Board. Waivers may never be issued for vendors with on-site cooking, open flame, or propane.

- 6.1.8 Discrimination is prohibited. No vendor may treat any person differently on the basis of race, color, national origin, age, disability, sex, gender identity or expression, sexual orientation, religion, economic status, or any other protected characteristic.
- 6.1.9 Vendors must comply with applicable wage and hour law and must provide safe and sanitary working conditions for anyone working their stall or their operation.
- 6.1.10 Vendors are responsible for determining whether their sales are subject to Texas sales and use tax and, where required, for holding a Texas Sales and Use Tax Permit and collecting and remitting the tax.
- 6.1.11 Food sampling must be conducted in accordance with Austin Public Health requirements, including a handwashing provision, single-use utensils, and covered sample containers.

6.2 Agricultural producers

- 6.2.1 Products labeled or described as organic must meet National Organic Program requirements, and certified vendors must have certification on file with the Nonprofit. Only certified producers may use the word "organic" in signage.
- 6.2.2 Animals producing products sold at the Market must be raised using humane husbandry and environmentally sound practices, and may not be finished in a feedlot.
- 6.2.3 Animals must be raised on the vendor's land for a substantial portion of their lives: at least 75% for poultry, rabbits, pigs, goats, and sheep, and at least 50% for cattle, bison, and other large animals.
- 6.2.4 Live animals may not be sold at the Market.
- 6.2.5 Vendors operating CSA or subscription programs may use the Market as a pickup point. Items in a share must be produced by that vendor or sourced from another Market vendor, unless the Vendor Coordinator approves otherwise in advance.

6.3 Value-added food producers

- 6.3.1 Value-added and ready-to-eat products must be made by the vendor, in the vendor's own facility or in a permitted facility under the vendor's direction.
- 6.3.2 Applications from producers who can demonstrate use of local ingredients may receive priority.
- 6.3.3 Compostable packaging is strongly preferred and most recyclable packaging is acceptable, except where it would compromise product safety or quality or conflict with a regulatory requirement. Polystyrene/styrofoam and single-use plastics should be avoided.

- 6.3.4 Vendors cooking on site must have a current 2A:10B:C fire extinguisher at the stall, and a Class K extinguisher if using a deep fryer. On-site cooking, open flame, and propane use are subject to advance approval by the Vendor Coordinator and to any restriction imposed by AISD or the Austin Fire Department.

6.4 Community partners

- 6.4.1 Participants who are not vendors but who add something to the Market consistent with its charitable or educational purposes are considered community partners.
- 6.4.2 Community partners may include:
- Activity providers — providers of children's activities, educational programming, nutrition or health and fitness activities, or entertainment.
 - Nonprofit and governmental organizations whose work is consistent with Zilker Community Market Inc.'s purposes and that do not compete with Market vendors.
 - Performers — musicians and other performers
- 6.4.3 Community partners may not sell products or services and may not fundraise or solicit donations at the Market, except as described below.
- 6.4.4 Free giveaways are permitted if they do not compete with goods sold by vendors.
- 6.4.5 Food sampling by Community partners must meet the requirements in Section 6.1 and requires advance approval of the Vendor Coordinator.
- 6.4.6 Community partners may distribute information about their organization and its events, and may collect contact information from visitors who provide it voluntarily.
- 6.4.7 Performers may solicit tips and sell branded merchandise or recordings only if agreed in advance with the Vendor Coordinator or their designee.
- 6.4.8 The Market is a private event held on public school district property. It is not a public forum. Any individual or organization wishing to use the Market to promote a policy position, proposal, or cause must obtain the Vendor Coordinator's written approval in advance.
- 6.4.9 The Nonprofit will not host any individual or organization advocating for or against a candidate for public office, and will not permit campaign activity of any kind at the Market.
- 6.4.10 Voter registration activity requires advance written approval of the Vendor Coordinator.
- 6.4.11 Community partners are allotted a space of up to 10 feet by 10 feet. Additional space may be available on request.
- 6.4.12 Community partners must be set up 15 minutes before the Market opens and may not break down before it closes, except as agreed in advance with the Vendor Coordinator.
- 6.4.13 Community partners must sign the Nonprofit's Community Partner Participation Agreement, including an indemnity, before attending, and must follow all other applicable rules in this manual.

6.4.14 The Zilker Elementary PTA (“PTA”) is a likely community partner and a designated beneficiary of the Market's surplus, and especially invested in the Market venue. Because the PTA's participation exceptionally furthers the Nonprofit's charitable and educational purposes, the provisions below apply to it in lieu of conflicting rules above. The PTA:

- Is invited to every market, subject to the Vendor Coordinator's approval.
- May solicit donations.
- May sell branded merchandise regardless of its origin and the presence of vendors selling similar items.
- May sell agricultural products grown in the school's garden “Jabo's Garden” regardless of the presence of vendors selling similar items.
- May sell value-added products containing agricultural products grown in Jabo's Garden.
- May seek approval from the Vendor Coordinator to sell additional products.
- Is responsible for securing any needed permits for what they sell.

6.4.15 Community partners (and the Nonprofit itself) may facilitate free exchanges of any products for charitable purposes with approval from the Vendor Coordinator. For example: a used clothing swap or used book swap.

6.4.16 The Nonprofit may sell branded merchandise regardless of its origin and the presence of vendors selling similar items.

6.4.17 Exceptions to the community partner rules may be granted by the Board.

6.5 On-site rules

6.5.1 Campus rules

The following apply because the Market is held on AISD property. They apply to vendors, volunteers, community partners, performers, and shoppers, and the Nonprofit has no discretion to waive them.

- 6.5.1.1 Firearms and other weapons are prohibited on the premises. Texas law prohibits carrying a firearm on the physical premises of a school, including during a non-school event, and no license or permit creates an exception for this site.
- 6.5.1.2 Tobacco products, e-cigarettes, and vaping devices are prohibited anywhere on the premises.
- 6.5.1.3 Alcohol may not be sold, served, or consumed at the Market.
- 6.5.1.4 Controlled substances and cannabis products, including hemp-derived consumables, may not be sold, distributed, or consumed at the Market.
- 6.5.1.5 Vendors, volunteers, and community partners must remain in the areas designated for the Market and may not enter school buildings except for restrooms designated for Market use.

6.5.2 Animals and dogs policy

- 6.5.2.1 Vendors may not bring pets or live animals to the Market, unless the Nonprofit has engaged them specifically to do so in furtherance of the Nonprofit's educational purposes. Except for service animals, animals may not be near food products.
- 6.5.2.2 Service animals as defined by the Americans with Disabilities Act are permitted.
- 6.5.2.3 Attendees must retain control of their pets at all times. Attendees must not permit their pets to enter a vendor's stall area or to create a disturbance or hazard.
- 6.5.2.4 Dogs must remain leashed at all times. This matches both AISD policy and the City of Austin's policy for public areas including the adjacent Little Zilker Park as well as public roadways and sidewalks.
- 6.5.2.5 Attendees may not permit a pet to remain unattended. For example, attendees may not secure their dogs to a fence while they shop unless the dogs are actively attended by a responsible party.
- 6.5.2.6 Attendees must pick up after their pets and must leave no pet waste.
- 6.5.2.7 While the Nonprofit has no jurisdiction over the adjacent public areas of Little Zilker Park and the sidewalks and roadway of Bluebonnet Lane, due to the close proximity, nonobvious property lines, and open-air nature of the area, **the Market Manager or their designee is empowered to eject or prohibit attendees from attending the Market if they are found to be violating Market rules in those adjacent public areas.** For the purposes of this rule, attendees include individuals who have not yet reached the market grounds.
- 6.5.2.8 Volunteers not specifically trained on dog policy enforcement should direct questions to the Market Manager rather than attempt enforcement.

6.5.3 Stalls and setup

- 6.5.3.1 Stalls are 10 feet by 10 feet. Stall assignments are made by the Vendor Coordinator based on product mix, attendance history, vehicle requirements, and site constraints.
- 6.5.3.2 The Vendor Coordinator may modify stall dimensions to accommodate vendors selling out of their vehicles.
- 6.5.3.3 Vendors must provide their own tent, tables, chairs (if desired), display, and equipment, and must stay within their assigned space. Vendors authorized to sell out of their vehicle are not required to provide a tent, tables, or chairs.
- 6.5.3.4 Tents must be weighted at every corner with at least 30 pounds. A vendor whose tent is not properly weighted will be asked to take it down.
- 6.5.3.5 Sales must take place within the vendor's stall.
- 6.5.3.6 A vendor may request up to two adjacent stalls, in writing, in advance. Preference will be given to agricultural vendors.
- 6.5.3.7 Fire lanes and accessible paths of travel must remain clear for the entire market. Nothing may be placed in them at any time.

6.5.3.8 Vendors and community partners must protect the school grounds. Stakes may not be driven into turf, grass, or irrigation areas. Vehicles may not be driven or parked on grass or anywhere other than the designated parking lot(s). Vendors and community partners are responsible for the cost of repairing damage they cause to the site.

6.5.3.9 Generators require the Vendor Coordinator's advance written approval, must be enclosed or muffled, and must be refueled off site.

6.5.4 Signage and pricing

6.5.4.1 Each vendor must display a sign showing the business name and the location where its products are produced.

6.5.4.2 Prices must be posted, either on each product or on an itemized list.

6.5.4.3 All claims about production practices, sourcing, and certification must be accurate.

6.5.4.4 Vendors set their own prices.

6.5.4.5 Vendors are expected to resolve customer complaints about their products directly and in good faith.

6.5.5 Attendance

6.5.5.1 As a monthly market anticipating rotating vendors due to seasonality and demand, the Market does not expect vendors to attend every market day.

6.5.5.2 The Vendor Coordinator invites approved vendors to attend a given market date and vendors pay the resulting invoice to confirm their spot as described in Section 5.4. The cancellation and credit policy is defined in Sections 5.5.

6.5.5.3 Stalls must be fully set up 15 minutes before the Market opens. Vendors may not sell before the Market opens.

6.5.5.4 Vendors may not break down or leave before the Market closes without the Market Manager's approval.

6.5.6 Vehicles and parking

6.5.6.1 Vendor vehicles must be parked only in designated vendor parking or legally on city street parking.

6.5.6.2 Vehicles must be moved out of the market footprint by 9:45 a.m. and may not re-enter until the Market closes, except with the Market Manager's direction. Vendors who sell from their vehicles are assigned stalls that accommodate this.

6.5.6.3 After unloading, vendors, community partners, and volunteers should park on neighborhood streets or in the teacher parking lot of Rundell Place, which is not reserved for the Market, but is generally available on weekends.

6.5.6.4 Attendees are encouraged to walk or bike to the Market.

6.5.6.5 Vendors, community partners, volunteers, and attendees are asked to park considerately on neighborhood streets. The Market's relationship with its immediate neighbors is a condition of its continued operation.

6.5.6.6 Examples of illegal parking include blocking driveways, bike lanes, or sidewalks, parking within 30 feet of a stop sign, and parking against the flow of traffic.

6.5.7 Conduct

6.5.7.1 Everyone at the Market (vendors, shoppers, volunteers, community partners, Market staff, etc.) must treat each other with courtesy and respect.

6.5.7.2 Vendors must represent their products honestly, in writing and in conversation.

6.5.7.3 Vendor statements disparaging other vendors, the Market, the Nonprofit, or the Nonprofit's partners and funders, made to shoppers or in public, are prohibited. This rule does not restrict a good-faith report under the Nonprofit's Whistleblower Policy or a complaint to a regulator.

6.5.7.4 Vendors must remain attentive and present at their stalls during market hours.

6.5.7.5 Vendors must not play amplified music or sound at their stalls.

6.5.7.6 The Market operates in a residential neighborhood. Amplified sound is limited to Market programming, is subject to the Market's acoustic management practices, and must comply with City of Austin noise ordinances.

6.5.7.7 Soliciting outside a vendor's or community partner's assigned space is prohibited.

6.5.8 Site care and waste

6.5.8.1 Vendors and community partners must keep their stall area clean during the Market and must leave it clean at the end.

6.5.8.2 Vendors must remove their own waste, including packaging, produce trimmings, and used cooking oil. Market waste stations are for shoppers.

6.5.8.3 Cooking oil, grey water, and cleaning water may not be poured onto the ground, into storm drains, or into landscape areas. Exception: grey water may be poured as directed by the Market Manager or their designee.

6.5.9 Sales reporting

6.5.9.1 Vendors must report an estimate of their gross sales to the Market Manager at the end of each market day. Estimates are held confidentially, are reported only in aggregate, and are used for market analysis, grant applications and reporting, and the Nonprofit's reports to funders, program administrators, and the Board.

6.5.10 Food access and nutrition incentive programs

6.5.10.1 The Nonprofit intends to accept SNAP benefits at the Market through a market-level token program, and to pursue WIC Farmers' Market Nutrition Program participation and a nutrition incentive partnership.

- 6.5.10.2 Once these programs are operating, all eligible vendors must accept the Market's tokens and scrip, must display the signage the Nonprofit provides, and may not treat customers using nutrition benefits differently from any other customer. Refusing to accept program tokens from an eligible customer is a form of discrimination and is a violation of this manual.

6.5.11 Children and campus safety

The Market is held at an elementary school and is expected to draw families, including children from the school community.

- 6.5.11.1 Attendees are required to supervise their children at all times.
- 6.5.11.2 Vendors, volunteers, and community partners must not be alone with a child who is not in their care. Any concern about a child's safety is reported immediately to the Market Manager.
- 6.5.11.3 Activities involving children are supervised by at least two adults designated by the Nonprofit.

6.6 Enforcement

The Nonprofit enforces this manual proportionately. Most issues are resolved in conversation on the market day.

- 6.6.1 The Market Manager may address a violation by verbal warning, by written warning, or by suspension/exclusion from that day's market. The Vendor Coordinator may extend a suspension by one or more market days, or, for serious or repeated violations, may remove a vendor from the Market.
- 6.6.2 The Market Manager may direct the immediate removal of any product that is unsafe, misrepresented, or not permitted, and may require a vendor to leave the site for conduct that threatens the safety of people at the Market or the Nonprofit's relationship with AISD.
- 6.6.3 A vendor removed from the Market may appeal in writing to the Board (board@zilkermarket.org) within fourteen days. The Board decides the appeal within thirty (30) days of receipt, at a regular or special meeting or by unanimous written consent, and its decision is final. A removal remains in effect while an appeal is pending.

7. Governance and conflicts of interest

7.1 Who makes decisions

The Board of Directors governs the Nonprofit and sets Market policy, fees, and the vendor selection criteria. The Vendor Coordinator and Market Manager administer this manual day to day and exercise the discretion this manual assigns. The Vendor Coordinator and Market Manager are designated by the Board and may be volunteers, directors, or paid staff.

7.2 Conflicts of interest

The Board is subject to a Conflicts of Interest Policy. Board members are required to recuse themselves from decisions that could benefit them, their family members, or related businesses. A director who is a vendor, or whose family member or related business is a vendor, does not participate in decisions on vendor selection, stall assignment, or the fee schedule. The Vendor Coordinator, the Market Manager, and any volunteer exercising discretion under this manual is subject to the same disclosure and recusal expectations, and reports any conflict to the Board.

7.3 Use of surplus

The Nonprofit does not distribute earnings to any director, officer, or private individual.

Net revenues are applied as provided in Section 2.1.

8. Vendor privacy

The Nonprofit collects business and personal information from vendors and community partners, including names, addresses, contact information, production practices, permits, insurance, sales estimates, and payment information. It uses that information to operate the Market, to meet its reporting obligations, and to understand how to serve vendors better.

The Nonprofit does not sell vendor or community partner information and does not disclose personally identifiable vendor or community partner information without written consent, except as required by law or in response to a subpoena or comparable legal process, or as required to administer a food-access program in which the Market participates (for example, reporting to USDA, the Texas Department of Agriculture, or the Sustainable Food Center). Sales estimates are reported only in aggregate.

The Nonprofit may photograph vendors, community partners, stalls, and products at the Market and use those images to promote the Market. A vendor who does not wish to be photographed should tell the Vendor Coordinator in writing in advance.

Questions about reviewing, correcting, or deleting vendor information should be directed to vendors@zilkermarket.org.

9. USDA nondiscrimination statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights about the nature and date of the alleged civil rights violation. The completed form or letter must be submitted to USDA by mail to the U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; by fax to (833) 256-1665 or (202) 690-7442; or by email to Intake@usda.gov.

This institution is an equal opportunity provider.

10. Vendor / community partner acknowledgment

By signing the Vendor Participation Agreement or Community Partner Participation Agreement, I am stating that I have read the Zilker Farmers Market Policy Manual in full, I agree to comply with it, and I understand that participation in the Market is conditioned on that compliance.

I confirm that I hold, and will maintain for as long as I participate in the Market, all permits, licenses, certifications, and insurance required for the products I sell, and that I will provide current copies to the Nonprofit on request.

I understand that the Zilker Farmers Market is held on Austin Independent School District property and that district rules, including the prohibitions in Section 6.5.1, apply to me and to anyone working my stall.