



MCKINNEY FARMERS MARKET AT CHESTNUT SQUARE

RULES OF OPERATION FOR THE 2026 SEASON

The Market operates January–December year-round:

- January–March: 9am–12pm
- April–December: 8am–12pm

*note: Holiday closures are listed in section 11 (Market Operations)

The Historic McKinney Farmers Market and McKinney Farmers Market are programs of the Heritage Guild of Collin County / Heritage Village at Chestnut Square, DBA Chestnut Square.

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1. Vendor Application

1.1 All persons wanting to sell at the McKinney Farmers Market at Chestnut Square must agree to the terms of these rules and show their agreement by checking the field on the application and submitting other required forms, if applicable.

1.2 Submission of application or previous participation does not guarantee acceptance into the market season.

1.3 Vendor acceptance is the responsibility of the Market Manager and when applicable, subject to review by the Vendor Committee.

1.4 Potential vendors may be asked to interview face-to-face and provide samples of their product with management and the vendor committee as part of the application process.

2. Application Fees

2.1 **Returning Vendors:** A \$20 application fee shall be submitted with each vendor application.

2.2 **New Vendors:** A \$35 application fee shall be submitted with each vendor application, when approved as a vendor.

2.3 Application fees are not refunded under any circumstances.

3. Eligibility and Admission of Vendors and Products

3.1 All persons or their designated representatives who grow or produce food, agricultural or other products, which have met the guidelines established in the McKinney Farmers Market at Chestnut Square Rules of Operation, are eligible to sell at the market.

3.2 It is the intention of the Historic McKinney Farmers Market to promote locally produced goods. All vendor applications will be reviewed and sorted into one of the following categories:

- **Farmers/Ranchers:** Vendors who grow or cultivate food products, including fruits, vegetables, meats, mushrooms, nuts, seeds or grains, eggs, herbs, and horticultural goods.
- **Food Specialties:** Vendors who produce food products, including baked goods, mixes, candies, jams/jellies, spices, condiments, cheese, beverages, honey, and pastas.
- **Artisans:** Vendors who handcraft items not for consumption. Products include soaps, lotions, candles, pet food/supplies, woodwork, pottery, artwork, jewelry, and leather.
- **Prepared Foods:** Vendors who provide made-to-order food, including reheating, or food having to maintain a certain cold or hot temperature.
- **Community Service:** Non-Profit Organizations within Collin County that support the community. Examples include food pantries, animal shelters, etc.

3.3 The Market Manager will also strive to limit the similar types of all items, to maximize variety for the consumer and regulate competition within the McKinney Market. Vendor acceptance is the responsibility of the Market Manager and when applicable, subject to review by the Vendor Committee.

3.4 At least 60% of farm-raised products sold must be **homegrown** within a 150-mile radius of McKinney.

3.5 Exceptions outside of the 150-mile radius may be made based on overall product availability and are at the discretion of the Market Manager.

3.6 Up to 40% of farm-raised products may be acquired (purchased, traded, or co-op) from other local farms (within the 150-mile radius of McKinney, TX), as long as the participating farm name and location is disclosed with signage at the booth.

3.7 Commercial wholesale produce will not be allowed under any circumstances. Wholesalers or distributors will not be accepted as a vendor.

3.8 Vendors who violate the product standard rules are subject to disciplinary action as outlined in the Professional Standards section below.

3.9 All vendors shall be subject to inspection of their farm or place of production. Visits will be scheduled with the Market Manager.

3.10 Vendors wishing to add a new product must submit a Change Request with product pictures through MarketWurks. Requests will be reviewed, and an approval or denial notification will be issued via MarketWurks. Vendors may be asked to present a sample of the new product to management for better examination. No selling items prior to approval.

4. Sales Tax Certificate

4.1 Vendors shall, if applicable, provide a Sales Tax Certificate to the market representative. It is the vendor's responsibility to comply with the State Comptroller's requirements.

5. Liability Insurance

5.1 All food vendors shall provide proof of \$1 million of liability insurance with Chestnut Square named as additional insured.

5.2 Vendors shall be solely responsible for damages resulting from the sale of unsafe or unsound goods at the market.

6. Texas Cottage Laws

6.1 Vendors of food items produced in their home must follow rules outlined in the Texas Cottage Food Legislation effective 9/1/2025 (SB541 or most current). Food must be labeled according to the provisions of the law.

7. Updating Your Information/Forms/Certificates/Permits

7.1 All prepared food vendors must upload into MarketWurks a copy of their food handler's certificate into the MarketWurks system prior to selling at the market. Please make accessible at your booth during Market hours.

7.2 It is the vendor's responsibility to keep all certifications, permits and insurance forms updated in the MarketWurks system.

8. City of McKinney Health Department

8.1 All vendors shall comply with the City of McKinney Environmental Health Department Regulations. For more information, please contact the Environmental Health Department at 221 North Tennessee Street, McKinney, Texas 75069; phone (972) 547-7448 and fax (972) 547-2606; email foodinfo@mckinneytexas.org.

8.2 Vendors of temperature-controlled, or potentially hazardous food products must be approved and permitted by the City of McKinney Environmental Health Department. For more information, please contact the Environmental Health Department at 221 North Tennessee Street, McKinney, Texas 75069; phone (972) 547-7448 and fax (972) 547-2606; email foodinfo@mckinneytexas.org.

8.3 Market management cannot and will not interpret the City of McKinney Health code. Vendor certification status is between the vendor and the city.

8.4 Any fees or fines imposed by the City of McKinney on a vendor are the sole responsibility of the vendor.

8.5 All permits must always be available upon request at the vendor's booth.

8.6 All sampling must follow the City of McKinney Health Department regulations. **No sampling is to be done outside your rental area.**

9. Booth Fees & Invoicing

Booth Type	Booth Fee per Market
Regular (no electricity)	\$30.00
Premium / Electric	\$35.00
Service Vendor	\$15.00
Social Media Mgmt. Fee	Per Booth per Month
Regardless of booth type or number of markets signed up for in the month. This fee is mandatory for all vendors.	\$10.00

Vendors paying for the year in advance will receive a 10% discount.

9.1 Electricity (at a cost) is available by request.

9.2 Booth fee invoices are billed for the upcoming month and must be paid in advance (see chart below).

9.3 A late notice reminder and a \$25 late fee will be assessed based on the Collection Timeline.

9.3 Vendors issued a “No Admittance” notice will not be allowed to participate starting the second Saturday market until payment, including any late fees, is made in full.

9.5 Failure to submit payment for 3 consecutive Saturdays (resulting in non-attendance) will result in removal from the market.

9.6 Vendors who are late in paying more than 2 times during a market season are subject to removal from the market.

9.6 All attendance change requests must be submitted before the 15th of each month for the following month’s schedule. No refunds or credits will be issued for changes made after this date.

<u>McKinney Farmers Market Invoicing & Collection Timeline</u>			
Vendor Booth Fee & Monthly Marketing Fee Invoice issued	Payment Due Date	Late Notice Reminder & \$25 Late Fee Assessed	Notice issued of “No Admittance” to market starting the 2nd Saturday Market until payment (including late fee) is paid in full prior to returning
15th	LAST DAY OF THE MONTH THE INVOICE IS ISSUED	First Day of the Following Month	Wednesday Prior to the second Saturday of the Month
EXAMPLE USING January 2026 VENDOR BOOTH FEES FOR BILLING:			
December 15, 2025 FOR January BOOTH FEES	December 31ST	January 1ST	Notice Issued: January 7 th No admittance: January 10TH

10. Booth Assignment

Vendor booth assignments are determined by market management with consideration for several key factors:

- Overall booth availability
- Product type/category, to support a strategic and engaging customer traffic flow that benefits all vendors
- Seasonal rotation to ensure balanced coverage in all areas of the market
- The need to temporarily fill open spaces due to vendor absence

Additional placement considerations may include weather sensitivity of products, safety concerns, and physical accessibility needs.

- Vendors may not sublet, trade, or share their booth space with another business.
- Each space is reserved for the approved vendor only.

11. Market Operations

11.1 The McKinney Farmers Market at Chestnut Square operates each Saturday year-round except for the dates stated below:

- The Saturday following Thanksgiving (11/28)
- The Saturday following Christmas (12/26)

11.2 The hours of operation are:

- 9:00 am – 12:00 pm (January through March)
- 8:00 am – 12:00 pm (April through December)

11.3 Vendor Set-up & Breakdown Time Frames:

- Vendors may begin arriving up to 2 hours before the market opens.
- All vendors must be set up and ready to sell no later than 15 minutes before opening:
 - 8:45 am (January – March)
 - 7:45 am (April – December)
- Vendors are required to remain open until the end of the market. **Late set-up or early tear-down is prohibited**—even if you sell out.

11.4 Vendor Space & Display

- The standard vendor space is 12 ft. x 12 ft. Vendors must supply their own tents, tables, chairs, signage, refrigeration, storage, and all sales materials.
- Vendors are encouraged to display their products in a clear, visible, and attractive manner. Tents, good quality signage, and tablecloths are mandatory.
- Vendors must not obstruct access to other vendors or extend signage beyond their booth space.
- Vendors are expected to control their lines so that they do not impact other vendors or the customer traffic flow of the market.
- Vendors determine their own pricing and display and may only sell items approved in their application.
- Vendors are responsible for:
 - Keeping spaces clean and safe.
 - Cleaning up and vacating within 1 hour after market close.
 - Not using public trash receptacles for produce boxes/unsold produce (\$50 fee per violation).

11.5 All displays are subject to the discretion of the Market Manager.

11.6 No smoking, vaping, pets (except service animals), live animals, firearms, alcohol (except permitted wineries), or drugs are allowed.

11.7 No live animals may be sold or given away at the market.

11.8 Vendors are responsible for ensuring that all staff have reviewed these rules and regulations. Booth staff are held to the same standards and requirements as the vendor owner.

12. Sampling & Giveaways Policy

12.1 All sampling must remain within your booth space.

12.2. Sampling must be in compliance with the City of McKinney health department.

12.3 Free items that compete with approved vendors are not permitted.

13. Communications & Market Community Contributions

13.1 The primary method of communication between market management and vendors will be through email and the MarketWurks system. [Click here to access Marketwurks](#).

13.2 A weekly newsletter will be sent with important updates. Vendors are responsible for checking their email regularly and staying up to date with market communications.

13.3 Requests for new products must be submitted via MarketWurks for review and approval.

13.4 May not display signage or distribute materials unrelated to the market.

13.5 Communications (e.g., lost child, accident, safety) will be sent via text.

13.6 Soliciting signatures, fundraising, or distributing non-approved materials is prohibited.

13.7 Participation is required of all vendors for the Farm to Table dinner or other McKinney Farmers Market fundraisers/events that directly benefit the market monetarily. Please be prepared to donate item(s) or time.

13.8 The annual vendor meeting, held each January, is mandatory for all vendors and important is an opportunity to connect, receive updates, and prepare for a successful year at the market.

13.9 Market management understands that unexpected issues or circumstances may arise beyond a vendor's control. Please communicate any concerns to the Market Manager as soon as you become aware, so we can offer assistance or help find a resolution.

Contact Information

Sharla Malone, Market Manager

email: marketmanager@chestnutssquare.org

Mobile #: 469-233-6158

14. Parking

14.1 After unloading, vendors must move vehicles to designated vendor parking. Closest spaces are reserved for customers.

14.2 No parking in the Common Desk lot.

14.3 Do not drive in or out of the market area while customers are present.

MAP CAN BE LOCATED ON THE MARKETWURKS VENDOR PORTAL

15. Attendance/ Market Closure / Bad Weather

15.1 The market is a rain or shine event.

15.2 Cancellations may occur in cases of ice, sleet, lightning, or high winds. Vendors will be notified by **5:00 pm Thursday** before a Saturday market. Cancelled dates will be credited to future dates.

15.3 Vendors are expected to honor the attendance commitments stated in their application. Excessive absences, with or without prior notice, may result in loss of booth space or removal from the market. **Any vendor with six (6) or more absences is subject to permanent removal.**

15.4 Vendors must notify management of any absence no later than 7:00 a.m. on the day of the market. Failure to provide notice (no show) will result in a written violation.

16. Professional Standards

16.1 Vendors must act professionally at all times.

16.2 Offensive language, disrespectful behavior, unsanitary practices, or inappropriate attire are prohibited.

16.3 Attire must be neat and appropriate.

17. Violation Policy/Procedures

- **First violation:** Written warning
- **Second violation:** Written warning + possible suspension
- **Third violation:** Suspension from market

17.1 Violation of any Market Rules of Operation constitutes a material breach and default by the vendor. The Market reserves the right to revoke a vendor's participation at any time if found in violation of any rule or eligibility requirement. Vendors may be required to vacate the market immediately, with no refunds issued. Failure to vacate may result in civil and/or criminal remedies, including trespass enforcement.

17.2 Violation status will reset six months after the date of the most recent written violation (e.g., if the last violation was issued on January 20, all violations will be cleared on July 20), provided the vendor has demonstrated improvement. Final discretion rests with market management.

The market management shall reserve the right to revise the Market Rules of Operation at any time and shall post notice of such revision to vendors.

Your success as a vendor is at the heart of our success as a market—and we truly grow together! Our shared goal is to keep the McKinney Farmers Market shining as the best market in Texas.